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FOR THE YEAR

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PREFACE.

THE present volume of *Maritime Notes and Queries* contains a selection of the letters and articles which appeared in the *Shipping Gazette* during the last year, carefully revised and where necessary annotated; also a reprint of the material part of the legislation and regulations passed in that period; and the Index (similar to that commenced in the volume for 1896) of the year's judicial decisions.

Maritime affairs have not occupied the attention of Parliament recently to any material extent; indeed, only three statutes relating to shipping have come in force during the past year. The first is a short Act giving power to Her Majesty in Council to make new rules concerning lights and signals for vessels navigating the Mersey channels, a power which was at once exercised by the publication of such new rules by Order in Council of October 13 (see Appendix, page 127). The second is the Act which extended the powers of the Board of Trade to detain unsafe ships in cases of undermanning. Instructions have since been issued which show upon what basis the powers will be exercised (see Appendix, page 140). The third is the Exemption from Pilotage Act, which has added an additional anomaly to the pilotage law of the Thames (both of the latter Acts see Appendix, page 127).

A matter of much more general importance is that the new regulations for preventing collisions at sea (printed in Vol. X.) have at last come into operation. At present the effect of the alterations has hardly been tested; parts of the regulations will no doubt have to be judicially explained some

time, but the time is not quite come yet. A few hypothetical questions have occurred or have been referred to us, and will be found answered so far as may be. In the course of the year, however, a large number of mercantile and maritime cases have come before the courts; in many of them points of law of some importance have arisen and been settled. The following appear to be the most important: The *Greta Holme* (measure of damages), Barraclough *v.* Brown (removal of wreck), the *Canada* and the *Bushmills* (freight), the *Ratata* (harbour authorities' responsibilities), the *Ripon City* (necessaries), the *Mecca* (marshalling accounts), the *Clymene* (pilotage), the *Whitton No. 2 Gas Float*, and the *Altair* (salvage), the *Nanshan* and the *Molière* (demurrage), the *Karoo* (abandonment of voyage, when justified), the *Wavertree* (right of shipowner to choose place of adjustment of average), the *Thea* (conditions "as per charter-party"), the *Thrunscoe* and the *Bellasco* (damage to cargo), the *Helios* (discharge of timber), the *Doelwijk*, the *Newburn*, and the *Blairmore* (marine insurance).

In this volume will be found full explanations of all these cases, and also articles upon the following subjects among others: The Negotiability of Advance Notes, the Warranty of Seaworthiness, Pacific Blockade, Limitation of Liability, County Court Jurisdiction, Liability of Part Owners, Salvage Apportionment, and various other questions of more or less general interest.

The Index in its double form has been compiled with care and considerable labour, and should be of more than temporary use. It is intended to enable anyone to find with ease whether any decision has been given upon a particular subject during the year, or to find any particular case if only part of the title is remembered, and when the case is found to see at a glance the whole history of the case, court or courts before which it came, questions raised and how they were decided.

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MARITIME NOTES AND QUERIES:

A RECORD OF SHIPPING LAW AND USAGE.

ABANDONMENT OF VOYAGE—JUSTIFICATION OF.

When a vessel is in course of a voyage with cargo on board materially damaged through bad weather, and has to put into a port of refuge, a serious question not infrequently has to be considered by the owner of the ship whether he may abandon the voyage or is bound to the owners of the cargo to repair the ship and complete the voyage. It is the primary duty of the shipowner under his contract to convey the cargo to the place of destination. As Lord TENTERDEN said, "This is the purpose for "which he has been trusted with it, and this purpose he is bound "to accomplish by every reasonable and practicable method." He is of course excused if prevented by perils of the sea. If the ship is so much damaged by perils of the sea as to be rendered entirely incapable of performing the voyage he is obviously so prevented. In many cases, however, the ship can be repaired at a greater or less expense, and if she can be so repaired and thereby made capable of performing the rest of the voyage the shipowner is not, strictly speaking, prevented from fulfilling his contract by perils of the sea. All such contracts, however, between business men have to be construed in a business-like and reasonable manner. It would be unreasonable to consider that either party intended that in such circumstances the shipowner bound himself to repair the vessel whatever was the cost, and however much the cost exceeded any advantage he would get, either from the renewed value of the ship or from that and, in addition, the prospect of earning the freight payable at the port of discharge. It has accordingly been held that a shipowner

is not bound to repair if the cost exceeds the value of the ship when repaired, together with the freight. If it does exceed that amount it is considered that perils of the sea prevented the completion of the voyage, and the contract could justifiably be abandoned by the shipowner. That is a very good rule where the freight is wholly payable at the port of discharge. It is then to the interest of the shipowner to repair, even at a cost exceeding the value of the ship when repaired, for otherwise he loses the freight not only for the part of the voyage unfulfilled, but for the part of the voyage begun, and as it is as much his interest as that of the cargo-owner, or perhaps more, for the voyage to be completed, the cargo-owner is not likely to suffer from the shipowner failing to make every reasonable effort to fulfil the contract between them. In these days when it is not unusual for large proportions of the freight to be prepaid it may be otherwise. It may be to the advantage of the shipowner to sell the damaged vessel at the port of refuge and to terminate the contract if he can do so at the port of refuge, even if the vessel could be repaired at a cost not exceeding her repaired value. Then it is necessary to see whether he can or cannot so act; whether, in fact, he is entitled to consider perils of the sea have prevented his completing the voyage, if by such perils he has been placed in a position that it is more advantageous to him to sell than to repair. In the recent case of the *Karoo* this question might have been raised, and we do not feel sure but that some day it will be raised, but although the judgment in the *Karoo* case can hardly be considered as a decision of this point of law it does explain to some extent what circumstances justify abandonment of the voyage by the shipowner. The *Karoo* was chartered to carry a cargo of coal from Cardiff to Japan. Three-quarters of the freight of 21s. per ton was payable eight days after final sailing. The *Karoo* took the coal on board and sailed from Cardiff on February 22 of this year, and subsequently the advance freight was duly paid to the owner of the ship. On March 7 the ship put into Falmouth in consequence of having sustained serious sea damage, having encountered very severe weather. The *Karoo* was subsequently sold there, and of course the cargo was not carried on. The action was brought by the charterers and cargo-owners claiming damages for the alleged breach of the charter-party, and the chief question at issue was whether the defendant, the owner of the *Karoo*, ought not to have repaired the ship and completed the voyage. "The plaintiffs substantially maintained" (we are citing the judgment) "that the abandon-

" ment of the voyage had been done with the object of not " reshipping the cargo, and getting the advantage of having had " the three-quarters of the freight paid in advance." As this seems to have been considered to show a good cause of action, it seems a fair inference to draw that the test of what justifies a shipowner in abandoning a contract in such circumstances is not the advantage to the shipowner, taking into consideration the freight to be earned. The defendant evidently took up stronger ground, as he simply contended that the cost of repairing the ship would have exceeded the value of the vessel if and when repaired. The judge found, as a fact, that the vessel could not be repaired at any reasonable expense within her value, and he accordingly found in favour of the defendant. We must take it, therefore, that this is the real test, that if the ship can be repaired for a sum less than her repaired value she must be, and if she cannot be repaired except for a sum exceeding her repaired value the voyage can be abandoned. In the judgment the judge refers to the *Bessie Morris* decision of the Court of Appeal in 1892 as stating the law applicable to the case, and in particular he cites the judgment of Lord Justice BOWEN, as showing that a shipowner is prevented from carrying out his contract owing to the exceptions in the contract, if the damage to the ship is such that she becomes practically irreparable except at a cost quite outside her commercial value. We are not quite clear that Lord ESHER in that case took exactly the same view of the law, for what he said was " If the cost of the repairs necessary to enable her " to complete the voyage contracted for would be more than the " benefit which the owner would derive from them, then it would " be impossible in a business sense to repair her." However, this is apparently not the way in which the law is to be gathered according to the *Karoo* decision, and certainly it is a much simpler test to compare cost of repair solely with the value of the vessel when repaired.—*July* 8.

ADVANCE NOTES—NEGOCIABILITY OF.

The position of the discounter of a seaman's advance note seems even yet very little understood, and certainly there is considerable excuse for this, as the statute under which these documents are authorised is by no means clear in its effect, and the various decisions that have been given in actions upon such notes are few, and not by any means plain reading. The latest decision,

"Mitchell *v.* Caw, Prentice, Clapperton and Company," decided last week in the Glasgow Sheriff Court, seems to require a good deal of explanation; it either lays down what, in our opinion, is hardly sound law, or it may easily be understood as doing so. The action was by the discounter of an advance note granted by the master of a ship to a seaman when the ship was at Glasgow. It contained a clause to the usual effect—that the seaman should sail in the ship. In fact, the seaman did not so sail in her; the vessel was delayed at the Tail of the Bank, and before she finally left the man was discharged, the cause of discharge not being stated in the articles. The master stopped payment of the note, but before the ship left Glasgow the discounter had given the seaman value for the note, and thereupon sued the shipowners to whom the note was addressed. The case, except in one particular, not in our view material, is so similar to a case decided in the Queen's Bench Division in 1893, "The Cardiff Boarding Masters' Association *v.* Cory and Sons," that we should have thought the same result—judgment for the defendants—would have followed as a matter of course, on the ground that, as there decided, a transferee of such a note could not recover upon it. The Sheriff, however, although he has decided in favour of the defendants, has done so, apparently, not on the ground that the plaintiff could not sue the defendants on the note, but that he could not sue them as "the parties to whom the note was addressed," though he might have been successful if he had sued the defendants as "owners of the ship." It is difficult to follow the exact meaning of this distinction, though we do not say it may not be explained so as to accord with what we believe to be the law. The Sheriff, however, distinguishes the case from the Queen's Bench case we have referred to, and this adds considerably to the difficulty of approving his decision. In that case a similar advance note containing the sailing condition had been granted; the sailor deserted without fulfilling the condition, and the association which had discounted the note sued the shipowners. The Cardiff County Court judge, however, held that the note was neither valid nor negociable, and on appeal Baron POLLOCK and Mr. Justice KENNEDY held that the judge was right on both grounds. The case may be shortly explained. If the advance note were a negociable instrument, the plaintiff might be entitled to payment from the drawer or acceptor, whatever the respective rights were between the shipowner and seaman. On the other hand, if not negociable, the holder might successfully sue as assignee of the debt due to the seaman, but then he would only be successful if the debt really was due to the seaman. The

Court, therefore, properly decided both questions, holding both that the note was not transferable, and that it was not valid. That it was not transferable was really admitted. Then, as now, to be negociable the note must fulfil the requirements relating to a bill of exchange, one of which is that the bill shall be unconditional. The fact that the advance note contains the sailing condition is sufficient to make it non-negociable. That it was not valid is a little more difficult to see, but the decision to that effect meant, there can be little doubt, that the condition under which the note would become payable to the seaman was not fulfilled. The money was to be paid if the seaman sailed; he did not sail, and therefore the money was not payable upon the note. In the Glasgow action the Sheriff has distinguished the cases, for the reason that in the earlier one the seaman by his own fault failed to fulfil the condition, while he found that in the present case the master had dismissed the seaman or, at least, "acquiesced" in his leaving the ship. He accordingly held that the plaintiff's claim was a good one against the owner, though, as we have stated, he dismissed the action. If this means that in the circumstances an action on the note could be brought by anyone against the owners, we must dissent from such a decision. The condition of the note was not fulfilled, and that was quite sufficient to make the note invalid in the sense that it could not be sued upon even by the seaman. The reason why the condition was not fulfilled seems quite immaterial. If the seaman was prevented from fulfilling the condition, that might possibly give him a right to claim damages, but it cannot alter the fact that the condition was not fulfilled, or make the promise, which under the note was subject to the fulfilment of the condition, binding when the condition was not fulfilled. The real position of the transferee of a conditional advance note is simply this, as far as we can see. As the holder of a non-negociable instrument he cannot sue upon it, but he can sue as assignee of the debt due to the seaman, and put forward the note as evidence of the debt. If the debt is due to the seaman—that is to say, if he has fulfilled the conditions of the note—the money is payable to the holder of the note not as transferee of the note, but as assignee of the debt.—*May* 21.

[Compare the case of "*The Lilian*, Johnson *v.* Vos and Co.," *Shipping Gazette*, October 1, 1897, where the judge of the Liverpool County Court gave judgment in favour of the assignee, the condition of the note having been fulfilled. Also the later case of "Bellamy *v.* Lunn, the *Willowdene*," *Shipping Gazette*, October 28, 1897, where the County Court judge at Plymouth, having given

judgment apparently based on the principle that an assignee could enforce payment, the Queen's Bench Division ordered a new trial, expressly reserving the question of the validity of such advance notes.]

AFFREIGHTMENT.—WARRANTY OF SEAWORTHINESS OF SHIP.

The legal doctrine that a shipowner warrants his vessel to be seaworthy may in times gone by have been necessary for the protection of the owner of the cargo carried, and probably seldom bore hardly on the shipowner who honestly tried to keep and sail his ship in good condition. The principle is now seldom relied upon, and when it is successfully invoked the shipowner who suffers is generally entirely free from fault. A vessel obviously in bad condition is not likely to be allowed to leave port. The Board of Trade officials would see to that, and if they were not on the alert the seamen would be quite equal to the task of getting the ship stopped. Where a vessel does go to sea now technically unseaworthy, the defect is either a latent "defect," or otherwise exists through some cause of which the owner is quite unconscious. It is by no means to be desired, therefore, that the doctrine shall be in any way carried beyond its legitimate limits. Probably some will consider that it has already been carried rather further than is quite fair in such cases as the *Glenfruin*. It may be well, therefore, to note that another attempt has recently been made in this direction, and although a decision was, owing to other findings in the case, rendered unnecessary, an expression of opinion adverse to the contention was promptly elicited. We refer to an argument put forward in the *Pentland*, an action tried last week in the Admiralty Division. The *Pentland* left Newport with a cargo of coals for Torre del Annunziata, and while proceeding down the Usk she stranded and became a total loss. The owners of the cargo brought the action, claiming damages on the ground that the loss was the result of unseaworthiness. The defendants, the owners of the vessel, contended that the cause of the accident was negligent navigation—an excepted peril. It was admitted that the *Pentland* left Newport under steam from one boiler only, the other being under repair, but it was proved to the satisfaction of the Court that she had a full head of steam and could steam at a rate of within two knots of her full speed, and keep that up until long after the other boiler could have been put right. The Court thereupon held that the vessel was not in fact unseaworthy, and that in any case the want of the one boiler had

nothing to do with the accident. Before, however, this decision was pronounced, a point of law had been raised to the effect that if the vessel was unseaworthy, although the unseaworthiness had nothing to do with the accident, yet the shipowners were liable, as they had no right in such circumstances to claim the advantage of the exceptions in the bill of lading. It is certainly an entirely novel contention. There is no case in which it has ever been laid down that the mere fact of the unseaworthiness of a vessel renders her owners liable to the cargo-owners, except for the consequences of the unseaworthiness. The rule as it may be found in the text-books is that if merchant's cargo be taken to sea in an unseaworthy ship and be lost *by reason of that unseaworthiness*, the merchant can recover the value of it, or if damaged *by the same cause* he can recover the amount of the damage. There are several recent cases which may be cited in support of the rule so stated ("Kopitoff *v.* Wilson," 1 Q.B.D., 377; "Cohn *v.* Davidson," 2 Q.B.D., 455; "Steel *v.* State Line Steamship Company," 3 App. Cas., 72). Consequent loss follows the same rule. The cargo-owner may refuse to pay a general average loss only if the loss was *caused by the unseaworthiness of the ship*. If the case comes before a jury, not one but two questions are left to them: Was the vessel unseaworthy? and, Was the unseaworthiness the cause of the loss? It may, possibly, be that the limitation as to the loss being the consequence of the unseaworthiness may be immaterial, but so far the judges have clearly said nothing, as far as we can see, to warrant any such conclusion. It was said on behalf of the plaintiffs in the *Pentland* case that the question was one which would have to be considered some day, and the judge thereupon heard the argument put forward, but on his other findings it was unnecessary for him to deal with the question. He expressed his opinion, however, upon it to the effect that there was a complete absence of authority for the proposition put forward, and he held that upon all points, including presumably this, judgment should be for the defendants.—*June* 2.

AVERAGE STATEMENT.—RIGHT OF SHIPOWNER TO CHOOSE PLACE OF ADJUSTMENT.

The recent Privy Council appeal "The Wavertree Sailing Ship Company *v.* Love and Company," is of some general interest, inasmuch as the respondents called in question the shipowners' right to choose, within limits, the place where an average statement should be made up. The *Wavertree* carried a general cargo

from London to Sydney, and after arrival there, but before the cargo was discharged, a fire broke out on board, and expenditure was incurred which gave rise to a claim for general average contribution. The usual course was pursued; an average bond was executed, and it was agreed by the consignees that 20 per cent. of the value of the goods should be deposited in a bank by the consignees to the joint account of themselves and the shipowners, whereupon the cargo was duly delivered. The owners of the ship employed Messrs. LOFTUS and SONS, of Liverpool, to draw up the average statement, and they, to enable them to do this business, sent circular letters requesting the consignees to furnish the necessary particulars of values and so forth. The consignees, or some of them, including Messrs. LOVE and Co., intimated that they were willing to supply these particulars for the purpose of having the statement made up in New South Wales, but they refused to assist the shipowners in any attempt to have it made up elsewhere. A deadlock ensued, the shipowners standing on their alleged right to have the statement drawn up by the Liverpool average staters, and eventually an action was brought by the owners of the *Wavertree* against Messrs. LOVE and Co., at Sydney, to compel the defendants to make such full discovery as would enable the general average to be ascertained and adjusted. The Chief Judge in Equity heard the case, and promptly, without calling upon the defendants, dismissed the suit with costs, on the ground that the defendants were right in their contention that the average statement should be made up at the port of discharge. The owners of the *Wavertree* appealed; the appeal was heard by the Chief Justice and two other judges, but the appeal was dismissed. Application was then made to the Supreme Court of New South Wales for leave to appeal to the Privy Council, but leave was refused. The owners of the *Wavertree*, however, next presented a petition of appeal to Her MAJESTY in Council for special leave to appeal, and, notwithstanding the defendants' opposition, this leave was granted. The appeal was accordingly presented; it was heard last February, and their lordships have now advised Her MAJESTY that the judgment appealed from should be reversed. The appellants must be congratulated on their pertinacity in the face of difficulties, and shipowners should certainly be grateful to them, for the proposition of law laid down by the Sydney judges, if it had stood, would have been distinctly inconvenient to shipowners. It is certainly curious that such an apparently simple question should have led to such a difference of opinion among the judges. The explanation, however, is not difficult to see. It

is another example of the mischief which is done through not being sufficiently careful to call persons and things by their right names, and is a warning not to call an average stater an average adjuster, or an average statement an adjustment. It is a well-known doctrine of law, dating from Lord TENTERDEN'S time, that an adjustment of general average must be at the usual and proper place, and that this was, in this particular case, Sydney, as the port of discharge, there was no dispute. The whole trouble arose, however, from a misconception as to what really is an average adjustment. It is so common a practice to call an average stater an average adjuster that the Sydney judges may be excused for considering that the principle of law that adjustments must be made at the port of discharge concluded the question, and made it necessary to have the statement drawn up at Sydney. The Privy Council has, however, clearly pointed out the error into which the colonial judges have fallen. It is a most natural mistake, but when pointed out it is obvious enough. It must, of course, be admitted that an average statement in itself is not in the least binding on anyone. If the shipowner chooses to put it forward it binds him, but it does not tie the cargo-owners or other persons interested, such as underwriters, unless they have expressly agreed to accept the statement as final and conclusive. If made up according to the law applicable, and the facts upon which it is based are correctly given, the claims as therein stated are incontestable, not because they are so stated in the average statement but because in law and fact they are right and proper. Put simply, if A owes B 5*l.*, and C is employed by B to make out the account, A is bound to pay the 5*l.* not because C has drawn out the bill, but because in fact he owes the money to B. C does not adjust the account. It is adjusted when A admits to B that 5*l.* is what he owes him, or when the Court condemns A to pay the 5*l.* to B. The Privy Council have properly explained the position of the average stater. He is simply employed by the shipowner as a matter of convenience. The shipowner can make out his own account, his general average statement, if he likes, but he very properly employs in general to do the work—which is of a technical and at times highly complicated nature—a person or firm of a class which has devoted itself to the particular work, the preparation of average statements. Really, when one comes to consider it, the decision of the Privy Council is almost a matter of course. The shipowner is bound to make the proper claim in average, and is bound to make such claim in accordance with the law applicable; whom he gets, if anyone, to assist him is the

concern of himself and of nobody else, and it follows that it is quite immaterial to the cargo-owner where the person, average stater or whoever he is, resides.—*May* 27.

ADVANCE FREIGHT.

SIR,—Will you kindly give us information on the following subject? A steamer was chartered for part cargo of planks, balance grain, with the condition that freight for deck cargo must be paid in advance. If the deck cargo is washed overboard can the shippers demand return of above-mentioned freight?—Yours, &c.,
Odessa, March 28, 1897. A SUBSCRIBER.

[By English law, advance freight cannot be recovered back if the goods are lost by perils of the sea. See present Master of the Rolls in "Allison *v.* Bristol Marine Insurance Company" (Law Reports 1, Appeal Cases, 226). Payment in advance is, however, not always freight at all, but may be simply a loan which is repayable.]

ALLOTMENT NOTE.

SIR,—A woman named Brown leaves her husband and cohabits with a seaman named Smith. He goes away on a voyage and leaves his half-pay made out as payable to his wife; the woman (Brown) goes to the owner's office and receives the half-pay every month, and signs a receipt in the name of Mary Smith. Does she render herself liable to be prosecuted for falsely representing herself as the wife of Smith, and, if so, under what Act would proceedings be taken?—Yours, &c.,
July 9, 1897. INQUIRER.

[If the seaman had a wife, Mary Smith, and the woman Brown signed her name with the object of obtaining money intended for Mary Smith, she could probably be successfully prosecuted for forgery and also for obtaining money under false pretences. But if she went by the name of Mary Smith, and Smith intended her to draw the money, we do not see that any criminal offence was committed.]

ALLOTMENT NOTE.

SIR,—From "Inquirer's" letter I gather that he is in a difficulty with regard to Mary Brown, alias Smith. If the owner is aware of the state of affairs, Section 148 of the Merchant Shipping Act, although it confers a right of suing on allotment notes, also provides "that the wife of a seaman, if she deserts her children or so misconducts "herself as to be undeserving of support, shall forfeit all right to further payment "under any allotment made in her favour," and the owner might refuse to pay the allotment note because she could not produce her marriage certificate to prove that she is the wife of Smith. If she produced a certificate, which she might do if she had committed bigamy, the owner would have to produce the first husband, or pay. The owner's better plan would be to pay the allotment note by a Seaman's Money Order—cost, nil—and the Mercantile Marine Office at which it is made payable would then be responsible, and would require proof that Mary Smith is the right person. If "Inquirer" wants to prosecute somebody, he should turn the Board of Trade on to Smith, as there is no doubt that the allotment note is not a proper legal document, but Smith is the person who procured the issue of the note to a person, not a near relative, and thus he might come under Clause 722.—Yours, &c.,
July 16, 1897. SECRETARY.

[The clause cited from Section 148 does not, we think, cover the case. Our correspondent's case was of a woman Brown living with Smith, receiving, as Smith's wife, Smith's half-pay. The clause would seem to apply rather to refer to the case of the woman (Brown) claiming her husband's (Brown's) half-pay. The plan of paying by Seaman's Money Order might be adopted by the owner, but this was hardly the

question. A prosecution of the seaman Smith, under Section 722, might be successful if he used the form of allotment note for payment to a "near relative," but an allotment may be properly made to a person other than a near relative, and there might be considerable difficulty in getting a conviction under the Section.]

APPRENTICE.—RETURN OF PREMIUM.

SIR,—I had a son apprenticed for four years in a sailing vessel which has been given up for "lost" or "missing." I paid a premium of 20*l.* My son had some twenty-two months of apprenticeship served at the time the vessel is recorded "missing." Am I, in your opinion, entitled to be repaid premium paid, or any part of it? The indenture was in the usual terms, giving the apprentice 5*l.* for the first year, 7*l.* for the second year, &c. The apprentice is said to have received in all in wages since joining 5*l.* 2s. 3d.—Yours, &c.,

Guernsey, June 4, 1897. M.

[Some shipowners make an allowance for unexpired time by returning part of the premium, but we do not think that such return can be claimed as a legal right. (See *Maritime Notes and Queries*, Vol. IX, p. 4). If any wages were due they might be claimed.]

ARREST.

SIR,—I shall esteem it a favour if you will advise me, through the columns of your paper, on the following points, viz.:—I am mate of a schooner and was in charge (in the absence of the master) shifting the vessel, when two policemen came on board and apprehended me on a trifling charge, which on trial was dismissed. I asked to be allowed to moor my vessel, but they would not allow me. Had they a right to take me away in the act of shifting the vessel without providing for properly securing it?—Yours, &c.,

Campbeltown, March 17, 1897. JOHN M'ALISTER.

[If the charge was one upon which our correspondent could properly be arrested, the constables were entitled to apprehend him whenever they could, so far as we can see, and even if engaged on responsible work.]

ARREST OF SHIP.—HARBOUR-MASTER'S DUTY.

SIR,—Can you inform me what power a dock authority has to detain a vessel in dock on board of which a writ has been served, and where such authority is to be found? I see nothing in the Merchant Shipping Act relating to it. Am I right in supposing that he has no special authority; and that while he cannot forcibly detain her he must not aid or abet her leaving by giving any assistance in way of attending ropes, giving directions, &c. ?—Yours, &c.,

Jan. 7, 1897. HARBOUR-MASTER.

[As far as we see, the harbour-master has no power as such official to detain the ship, but it certainly would be his duty not to aid or assist in the escape of the vessel. Without going beyond the execution of his duty he could probably in most cases render it almost impossible for the vessel to leave, and even if he did slightly exceed his powers he would hardly run much risk. It would in any case, as soon as he anticipated an attempted escape, be admissible to communicate with the official who arrested the ship, who might make the harbour-master his officer or substitute for the time being with power to act for him and detain by force if necessary.]

BILL OF LADING.—CONDITIONS AS PER CHARTER-PARTY.

The decision of the Court of Appeal in the case of the *Thea*, "Diederichsen *v.* Farquharson Brothers and Co.," affords another warning to shipowners of the practical futility of the clause nominally importing charter-party conditions into the bill of

lading contract. The action was brought in the Mayor's Court by the owner of the *Thea* against the endorsees of a bill or bills of lading to recover freight. The defendants counter-claimed for damage to the goods carried, and the question fought was as to the liability of the plaintiffs for such damage. The ship was under charter to load a cargo of battens, including a deck cargo, which was to be "at merchant's risk." The cargo damaged was deck cargo, which was injured to the extent of 10*l*. It was found by the jury that the damage was not caused by any negligence of the shipowner or his servants, that the ship was seaworthy when she sailed, and that the damage was not caused by unseaworthiness. The shipowner would, therefore, not have been liable if the charter-party condition was so incorporated with it as to form part of the bill of lading contract, but if it was not they would be liable, for the reason that under the ordinary bill of lading there is an undertaking that cargo shall be carried below deck, and if it is carried on deck it is at the shipowner's risk. Whether this condition did form part of the bill of lading contract was the matter to be determined, and this depended on the interpretation to be given to the clause in the latter document, "Freight and all other conditions as per charter-party." The Common Serjeant decided the question in favour of the shipowner, but the Queen's Bench Divisional Court reversed the judgment, and the Court of Appeal has now, by a majority of two to one of the Lords Justices, confirmed the decision of the Divisional Court. The ordinary layman might be pardoned for thinking that the clause "all other conditions as per charter-party" meant what it said, and had the effect of introducing into the bill of lading every condition which appeared in the charter-party, and was not specially written into the bill of lading, such as, in this particular case, the clear statement that the deck cargo was to be carried "at merchant's risk." There have, however, been many cases in which it has already been held that the clause has nothing like this full effect. It has, for instance, been held that any condition inconsistent with an express term of the bill of lading is not imported. For instance, if the freight specified in the two documents is different, only the bill of lading freight is due ("Gardner *v.* Trechmann," 15 Q.B.D., 154). This seems reasonable enough. There is another series of cases in which it has been held that when the clause runs "paying freight and all other conditions as per charter-party," the conditions referred to are only such conditions as are of the same nature as that previously mentioned, namely, the payment of freight, and

are therefore to be confined to conditions which are to be performed by the receiver of the goods. We have always felt considerable difficulty in appreciating this rule of construction, and it is not clear that it has always been approved by the Courts, but there seems no doubt that the Courts, up to and including the Court of Appeal, are now bound by authority to construe this precise phrase in accordance with such rule. It is sufficient to refer to "Serraino *v.* Campbell" (1891, 1 Q.B., 283), and "Manchester Trust *v.* Furness, Withy and Co." (1895, 2 Q.B., 539), as decisions in point. In the case, however, of the *Thea* the clause was not exactly worded in this way. Instead of "paying freight and all other conditions, &c.," it was "freight and all other conditions, &c.," and it was open to argument that the absence of the word "paying" rendered the rule of construction as above stated inapplicable. This, indeed, was the view Lord Justice RIGBY took, as he held that the reference could not be cut down to mean only conditions to be "performed" by the receiver unless the word "paying" was inserted before freight; "the word 'performing' could not be brought in without first getting in 'paying.'" There is a good deal to be said in favour of this view, but it is not convincing. We certainly have considerable difficulty in believing that there is any material difference between the single word "freight" and the two words "paying freight"; both phrases seem to mean "freight to be paid," and to be paid "by the receiver." The difficulty we find is to believe that the parties to any such contract meant the words "all other conditions," whatever the exact words preceding, to be confined to conditions to be performed by the receiver. If, however, the authorities are, as appears, too strong to resist this judicial limitation in the one case, it seems to us that the same limitation must hold good in the other. Lord Justice A. L. SMITH has taken very much this line in his judgment. "Freight," he says, means "paying freight," and he then relies upon the rule of construction which, in his opinion, applies to all bills of lading which add thereto the words which seek to incorporate the charter-party conditions. As Lord Justice COLLINS agreed with Lord Justice A. L. SMITH, the decision of the Divisional Court against the shipowner was confirmed. Probably this case goes further than any previous one in limiting the effect of the incorporating clause, and it very acutely points the warning we have often given of the danger of relying upon it. No one wishes to see bills of lading more verbose than they frequently are, but the only safe plan is to insert in full all material stipulations upon which it is desired to

rely. It can hardly be thought that the owner of the *Thea*, after expressly stipulating by his charter-party that the deckload was to be at charterer's risk, subsequently altered his mind, and intended to ship and carry this cargo at his own risk; or that whoever signed the bill of lading imagined he was throwing this unlooked-for responsibility on the shipowner. The decision may seem harsh to the shipowner, but it must be remembered that bills of lading are documents which pass from hand to hand, and the strict rights of the holder must be absolutely maintained, or the documents will lose a material part of their value. For this reason, therefore, if for no other, business men will probably approve the decision.—*December* 3.

BLOCKADE.—EFFECT OF PACIFIC BLOCKADE.

The blockade of Crete by the Powers opens up questions of a serious nature which are very difficult to answer. The notification proclaims a general blockade for all ships under the Greek flag, and a modified form of the same for all other vessels. Ships of the six Powers or "Neutral Powers"—that is, ships flying the flag of any other nation—may only enter the occupied ports in certain circumstances. What pains and penalties are incurred by a vessel which attempts to run the blockade and fails? The physical consequence is easy to foresee. The man-of-war intercepting her will capture or, if need be, sink her. There is no particular doubt about that question. The difficulty is to see what the legal consequences are. If the vessel is sunk, will her owners have any right to compensation? If the ship is captured can she be condemned as forfeited by reason of her attempt to break the blockade? In other words, is the blockade legal, and, if so, are the consequences of a violation of the law the recognised consequences of a breach of an ordinary belligerent blockade, or some, and what, modification of the same? The ordinary blockade put in force by a belligerent engaged in war is well understood. It is almost as old as maritime war itself, and from time immemorial its infliction has been recognised as a belligerent right. Any ship attempting to break such blockade properly notified and enforced may be sunk or captured, and if captured can be condemned as prize of war. The owner has no remedy for the loss, and the State under whose flag the vessel sailed has no ground of complaint. Until the present century the right of blockade was purely a belligerent right. No Power

or Powers had ever attempted to put in force a blockade in times of peace. Trade on the high seas was free, and was not interfered with except in the exigencies of war. In 1827, however, for the first time blockade was resorted to in time of peace. The ports of Greece were blockaded by England, France, and Russia. Since then there have been a number of instances of these "pacific blockades." In 1831 the Tagus, by France; in 1833 Holland by France and England; in 1836 New Granada by England; in 1838 Mexico by France; in 1838 La Plata by France; and later by France and England; in 1850 Greece by England; in 1884 Formosa by France; and in 1886 Greece by five of the Powers. In all these cases the object, no doubt, was to put forcible pressure on a weak Power without resorting to the more stringent measure which would have been adopted in actual war. The present blockade is presumably one of this nature. The six Powers have not declared war against anyone; indeed, their professed object is to prevent war breaking out. It may be assumed, therefore, that the blockade of Crete is a "pacific blockade" with all the incidents, rights, and duties which pertain to such a state of affairs. What those incidents are is unfortunately wholly in dispute. International lawyers are hopelessly at variance. One opinion is that blockade, being solely a belligerent right, can only be put in force by a belligerent. Some writers are more open to recognise facts, but assert that such blockade can only be enforced against the ships of the State to which the blockaded territory belongs. Powers which have enforced pacific blockades have even protested against being bound by such blockades when enforced by others. There is even a notable instance of an admission of the illegality of a pacific blockade by the statesman at the time responsible for his country taking part in that existing blockade. In 1846 Lord PALMERSTON wrote to Lord NORMANBY, the Ambassador at Paris, that the blockade of La Plata (by England and France) was illegal, and could not properly be enforced even against British ships. Be this as it may, however, pacific blockades can and do in fact exist, and, as far as we can see, must be recognised. They fulfil a useful purpose, and in so far as they save resorting to the much more extreme measures which in actual war would be taken, should, in the interests of humanity, be recognised by civilised States. Nothing really stands in the way except the formal objection that a blockade, being a belligerent right, can only exist when enforced by a belligerent. In our view there is little weight in the argument. There are two ways of meeting it. First, by a direct

negative. The mere fact that in the last sixty years there have been at least ten instances of pacific blockades, in which all the principal European Powers have taken part, seems quite sufficient to show that the old principle of international law has been modified, and blockade is not now solely a belligerent right. Secondly, by adopting the very sensible opinion which has been put forward by some internationalists that a so-called pacific blockade is in fact a real act of war. So far as the duty of all States to accept the blockade as binding on their vessels is concerned, it matters nothing which of these alternative views is taken. That such blockade must be considered as now recognised to be a blockade indeed seems clear. That it must be binding on all States certainly appears to us to be equally clear. Its effect would be so weakened as to be useless otherwise. If the ships of any Power not actively taking part in any blockade were entitled to sail through the lines with provisions, arms and ammunition, troops, general merchandise, and so on, the whole object of the blockade would be neutralised, and the end would be that the blockading Power would be forced to declare war, the very result to avoid which the scheme of a pacific blockade was instituted. As far as we can see, the real difficulty is to decide what is the effect of such blockade on ships captured for attempted breach of it. If all the incidents of a belligerent blockade attach, the ships are obviously liable to condemnation. Here, again, it is said that, as there is no war, there can be no prize courts to condemn the vessels, and no prize of war. Again we fail to see the force of the argument. In early times vessels must have been captured and kept by belligerents without the captors troubling their heads to have the ships formally condemned, and really it is not the condemnation by a court, but the capture, which makes prize. The first adjudication of prize was by the Admiral, who held a summary inquiry on the deck of his vessel upon the capture being brought to him by the capturing cruiser. Later on more formal proceedings were considered proper. It is within the power of the State to say before what court those proceedings shall take place, and, as far as we can see, there seems nothing to prevent a court at any time being appointed, if necessary, to examine into the propriety of captures. Presumably, it would be the duty of such court to condemn a vessel if legally captured, and once assume that a "pacific blockade" is a blockade at all the legality of the capture appears to follow if the ship was caught breaking the blockade. Whether the ship belonged to the country which the blockade was intended

to coerce, or to one of the blockading Powers, or to any other State, would, in our opinion, make no difference. She could be legally condemned, and neither the owners of the vessel nor the State under the flag of which she sailed would have any ground of complaint. At the same time there would be no need to proceed to such extremities. The blockading Powers, presumably, have no desire to do more than enforce the blockade, causing no more than the necessary damage. A temporary seizure of the offending vessels will answer every purpose, and it is reasonable to suppose that such is the course which the Powers, though not bound to do so, are likely to adopt; restoring captured vessels at the termination of the blockade, without, however, giving any compensation for the detention. The advantage of adopting such a course would be that it follows precedent already set, and it is likely to prevent serious protest from Powers not actually engaged.—*April* 6.

BILL OF LADING.—FREE FROM COOPERAGE.

SIR,—My vessel discharged a cargo of rosin. In my bill of lading is the clause, "Received in good order and condition and to be delivered in like good order and condition, free from breakage, leakage and cooperage if properly handled and stowed." My cargo was properly handled and properly stowed by merchant's stevedores. The receivers claim of me to pay the cooperage. Will you kindly give me your opinion?—Yours, &c.,

Dec. 29, 1896. OWNER.

[It is a mere question of fact. If the cargo was properly handled and stowed the cooperage is not payable by the ship.]

BILL OF LADING.—SURRENDER.

SIR,—A consignee of goods from abroad brought into this country at through rates of freight, and then reshipped at ship's expense on a trading steamer to Aberdeen. (1) Is he bound to give up bill of lading before he can get delivery of such goods? (2) In case of such goods being damaged, or part thereof, by other causes than the accidents of the sea, &c., can the owners of such trader who deliver the goods shelter themselves by saying that they only acted as agents, and therefore cannot be held responsible, or can be proceeded against?—Yours, &c.,

Aberdeen, Jan. 29, 1897. C. R.

[(1) If the question intended is whether or not a consignee is bound to surrender the bill of lading on receiving the goods, we can only say that this is still unsettled in law, and refer our correspondent to the article "Bill of Lading Exhausted," in *Maritime Notes and Queries*, Vol. IX, p. 5. (2) We cannot answer this question without knowing more of the facts and seeing the bill of lading.]

BOWSPRIT LENGTH.

SIR,—Will you kindly let me know through the medium of your valuable paper if there is any legal rule as to length of fixed bowsprit and jibboom allowed to sailing ships, and, if so, what would be the legal length of same for a vessel of 480 net register tons?—Yours, &c.,

West Hartlepool, Sept. 3, 1897. NORSEMAN.

[The Legislature has interfered in many ways with ships, but it has never gone so far as to lay down a rule for the length of a bowsprit.]

BRISTOL CHANNEL PILOTAGE.

SIR,—Will you kindly answer the following question through the columns of your valuable *Gazette*? We are licensed pilots for the Bristol Channel from Lundy Island to Kingroad. As is the custom at the present day, if we take charge of a ship in pilotage waters below the Holms bound to Bristol, and a Bristol pilot speaks to us at the Holms, they claim the right as pilots of a compulsory port to supersede us and take charge of the ship, whereas at the present time if we get close to Kingroad they claim half of the Holms stage to Kingroad. Now, we wish to know with ships bound to Bristol if we are only acting in the capacity of deputies, or can we as licensed pilots remain in charge of that ship to Kingroad after a Bristol pilot has spoken to us between the Holms and Kingroad?—Yours, &c.,

Gloucester, Oct. 22, 1897. BRISTOL CHANNEL PILOTS.

[Our correspondents are, we presume, duly licensed by the Pilotage Board of a Bristol Channel port other than Bristol, and under their licenses are entitled to pilot vessels to Kingroad. If, however, one of them is piloting a vessel bound to Bristol it seems clear that he can be superseded by a Bristol pilot, and has not the right to insist on remaining in charge to Kingroad. See Section 32 of the Bristol Channel Act, 1861.]

BROKER'S COMMISSION.

SIR,—Would you kindly give your opinion on a question of commission? A ship-broker introduces a client to the owner of a steamer for a charter, and is paid his commission. The owner of the ship remains on board as captain, and during the voyage the hirer is also on board, takes a fancy to the vessel, and purchases her before the expiration of the charter. Is the broker who arranged the charter entitled to a commission on the sale of the ship?—Yours, &c.,

London, Oct. 25, 1897. PERPLEXED.

[Unless the sale of the vessel was contemplated when the broker introduced the parties he would have no claim for commission on the subsequent sale.]

CERTIFICATE FOR EXEMPT SHIPS.

SIR,—Will you be kind enough to give me an explanation of the term "licenced for exempt ships." I am asked to take apprentices, and being a freeman of the river do not wish to take apprentices illegally. Could those young men be interfered with, after serving their apprenticeship, should their services be accepted to pilot or navigate ships? Our licence says that we shall navigate boats, ships and steamboats upon the River Thames between the Lower Hope Point and Teddington Lock. Should I take apprentices, would they be allowed to pilot ships from dock to dock or any part of the River Thames between Gravesend and London without interference of these pilots for exempted ships?—Yours, &c.,

May 9, 1897. FREEMAN.

[The limited privilege given by the certificate is a personal privilege, and the certificate does not give any rights to persons other than the holder.]

CHARGE FOR STOWAGE.

SIR,—I have a small ship which has just been chartered and loaded for a voyage. The charter-party states that the owners guarantee "that the vessel shall be loaded in "accordance with Lloyd's rules, and shall carry not less than 771 tons deadweight of "cargo at least." I have just received the charterer's account, in which a charge is made for stowage of 949 tons weight and measurement. Kindly inform me if I am legally bound to pay this extra charge for stowage, as the utmost carrying capacity is 780 tons deadweight? It amounts to a considerable sum, and I have never before been similarly charged, the amount never exceeding in former cases the charge for stowing the guaranteed deadweight capacity of the ship.—Yours, &c.,

WELSHMAN.

[The owners' guarantee in the charter-party does not specify the maximum amount which the vessel will carry, and if it did it would not bind the charterers. It is a question of fact how much was loaded, and if the deadweight capacity was 780 tons deadweight it seems clear the vessel could not have had 949 tons weight put on board.]

CHARTER.—GOVERNMENT FORM.

SIR,—A steamer of about 900 d.w. tons, inclusive of bunkers, is chartered on usual Government form charter conditions for three months, without any option of prolongation, delivery East Norway, re-delivery U.K., Continent, or East Norway. The steamer was delivered in due time, 15th of June, and is calculated discharged at Christiania 18th or 14th of September. The question now arises whether the charterer has any right to send the steamer on a new voyage to the west coast of England or not, the owners having offered to return the freight for the days not used. Kindly state your opinion in this affair.—Yours, &c.,

Bergen, Sept. 8, 1897. MANAGER.

[If the charter-party contains, as it presumably does, the provision for payment of freight not only for the three months but "at and after the same rate for any part of a month," and no stipulation for allowance on re-delivery before the expiration of the three months, we should say that the charterers can despatch the vessel on a new voyage at any time before the three months are up.]

CHARTER-PARTY.—ADAPTED FOR CRANES.

SIR,—We have a steamer running to London with coals, on the usual charter, which includes a clause reading as follows:—"Should the vessel take more than 12 "hours to discharge when ordered to Regent's Canal, Poole, Surrey Canal, Derricks, "Victoria Docks, or Beckton Gas Wharf, through not being adapted for the cranes, all "such extra time to be at the risk of the ship." The steamer in question has delivered two cargoes, and on each occasion the 12 hours have been exceeded both at Beckton and the Derricks. We have made inquiries, and find that the steamer suits three cranes, but a plea is set forth that, owing to the ship having a hatch for the afterpeak which is too small to admit of the tubs, they are unable to work a fourth crane. We should like to have your opinion whether, seeing that the ship fits three cranes, the extra time should rightly be charged to the steamer. In our opinion the excessive time is owing to the after hold being so large, nearly half the entire cargo. At the time of chartering inquiries were made by charterers as to the suitability of the steamer for the trade, and nothing was guaranteed by owners. The boat had previously discharged coals in London with the same clause, but no extra hours were then charged. It was never intended that the afterpeak hatch would be used.—Yours, &c.,

Newcastle-on-Tyne, Aug. 18, 1897. SHIPOWNERS.

[Since the ship fitted three cranes, and, as we understand, all the hatches intended to be used could therefore be served by the cranes, we do not see how the delay can be said to have been caused by the vessel not being adapted for the cranes.]

CHARTER-PARTY.—BOARDS.

SIR,—My steamer was fixed, per enclosed copy of charter, to load deals, battens, floorings, and a limited quantity of boards from Sweden to London, and whilst loading the shippers obliged me to take on board a quantity of short-length boards, called, per bill of lading, "case-boards"; these proved bad for stowage, occupying far more room than ordinary boards would have done, and I shall feel obliged if you will express an opinion whether these short-length pieces can be properly considered "boards" in the ordinary sense, and carried at board rate or not, because, seeing the bad stowage they make, my steamer certainly makes less freight than if she had been supplied with boards as generally understood.—Yours, &c.,

London, July 27, 1897. MASTER.

[The question is whether the word "boards," as used in a charter-party, covers the particular stuff supplied. We are inclined to think it does not, but cannot say how, in case of dispute, the question would be decided, as it would depend upon the evidence.]

CHARTER-PARTY—COMMENCEMENT OF LAY DAYS.

SIR,—We chartered a steamer to load a cargo of mineral at a Swedish port. The charter-party contains the following clause:—"And there load in the customary manner," and further: "The cargo to be put on board and taken from alongside free "of expense and risk to the ship, according to the custom and laws of loading and dis-"charge at the respective ports." We enclose a copy of the charter-party, and the bill of

lading, and also the harbour-master's declaration that it is customary for lay days of steamers to count from the time they are moored at quay ready to load in turn, and that the loading was delayed about one day through "nature hindrance." The charter provides five running days for loading and discharging together. The steamer spent five days at the loading port (of which only two in the loading berth) and two-and-a-half days in discharging. Shippers allowed the captain to insert in the bill of lading "Five days used in loading," and the owners now claim demurrage for three whole days (the demurrage is not made payable for portion of day). May we ask, are owners entitled to any demurrage? If so, are not shippers liable for same, having accepted the bill of lading with the insertion referred to, thereby admitting that five days were used in loading? And if the captain had refused to render clean bills of lading, ought shippers not to have accepted the bills of lading under protest?—

Yours, &c.,

Trondhjem, Jan. 28, 1897. OLD SUBSCRIBERS.

[The material question is when did the lay days commence? Was it when the ship reached the loading port, or when she got to the loading berth, or at some, and what, intermediate time? The certificate of the harbour-master, so far as it states the custom for lay days to count from the time of mooring at the quay, is immaterial; the question must be decided upon the charter-party. This states (our correspondents seem to have overlooked the clause) that the lay days are "to count from the time the master has got the ship ready to receive . . . . . cargo and given notice of the same." The lay days, therefore, count from the time this notice is properly given. Then, when can it be given? When the ship has been got, so far as the shipowner's duty is concerned, to the place of arrival. This is the place as specified in the charter-party. It might have been the quay, berth, or spout, an inner or outer harbour, or the port. It is in fact the port. An inference is to be drawn in law that this means the part of the port where such cargoes are loaded, but the place is not further restricted by implication to the particular berth or quay. It is very difficult to find a decision which can be said to be exactly an authority in any particular case on the subject of demurrage, for the simple reason that two contracts by charter-party are seldom if ever exactly alike. Referring, however, to the more recent decisions, we think on the principles laid down the result at which we have arrived is correct. The judgments of the Court of Appeal in the case of "Monsen *v.* M'Farlane" (1 Commercial Cases, 51) seem most in point. "Tharsis "Sulphur and Copper Company *v.* Morel" (1892, 2 Q.B., 647), and "Good *v.* Isaacs" (1892, 2 Q.B., 555) at first sight seem more to favour charterers, but we think they have not really such effect. They are clearly distinguishable on the facts, and the judgments must be read by the light of the more recent "Monsen *v.* M'Farlane" decision. If we are right, and in our correspondents' case "notice" was duly given at the commencement of the five days in port, the endorsement on the bill of lading was correct, and demurrage for the time used at the port of discharge would be payable.]

CHARTER-PARTY.—DELAY IN ARRIVING AT LOADING PORT.

SIR,—A steamship chartered to arrive at loading port by a given date does not arrive until two months later. Thereby an extra cost for insurance is incurred amounting to 80*l*. We contend ship is liable at least for this, if not for breach of contract, and shall be much obliged if you would kindly give us your opinion.

Yours, &c.,

Sept. 15, 1897. IMPORTERS.

[If there is an express term in the charter-party that the vessel is to arrive by a given date, and she does not do so, we should say that necessary extra cost of insurance could certainly be recovered.]

CHARTER-PARTY.—DISCHARGE ALWAYS AFLOAT.

SIR.—A vessel was chartered with pit props from Norway to Firth of Forth, to discharge "always afloat." On arrival vessel was ordered to discharge at South Alloa, although according to the harbour-master there is only 18 feet of water at spring tides. The vessel draws 16 feet, and cannot lie aground. She has lightened in Bo'ness

Roads, and still lies there awaiting her turn for a discharging berth in South Alloa. Can vessel be compelled to discharge her cargo in South Alloa, when she is bound under her bill of lading for an "always afloat" port in the Firth of Forth? What had the master better do to protect owners' interests?—Yours, &c.,

London, Dec. 8, 1897. AGENTS.

[If the bill of lading contained the words "always afloat," and the vessel could not get to South Alloa with all her cargo on board, by English law the master was entitled to take the ship to the nearest safe port where she could lie afloat, and insist on the cargo being received there unless he had accepted South Alloa as the place of discharge (see the "*Alhambra*," 6 P.D., 68). On the other hand, if South Alloa was agreed upon as the place of discharge, it appears that it would be by English law the duty of the master to lighten a reasonable amount of cargo and proceed if the rest could safely be discharged at South Alloa always afloat. The judges of the Scotch Courts seem, however, to have considered that, in any case, the master has this duty to lighten ("Hilstrom *v.* Gibson," 8 Sess. Cases, 3rd Series, 463). In the present case the master appears to have accepted orders for South Alloa, and even if he had at first the right, it seems too late now for him to decline to take the vessel there if by lightening she can safely go there.—See "Lightening in Roadstead," *Maritime Notes and Queries*, Vol. VIII, p. 100.]

CHARTER-PARTY STAMP.

SIR,—Can any number of postage stamps to the value of 6d. be used as a charter-party or agreement stamp, and also will two halfpenny stamps do for a receipt stamp?

Yours, &c.,

Newcastle, Jan. 9, 1897. INQUIRER.

[Although Section 49 of the Stamp Act, 1891, only gives the right to use "an" adhesive stamp for a charter-party, Sections 7 and 8 recognise the use of two or more such stamps for the stamp duty wherever adhesive stamps may be used, but each stamp used must be properly cancelled.]

COLLISION—LIABILITY FOR DAMAGE.

SIR.—A yacht at anchor is struck by a vessel being towed by a steamtug. The owner of the yacht gives the owner of the vessel written notice that damage has been done to the yacht. This is all he does. No protest is noted; no notice to Lloyd's agent is given, although the yacht was insured at Lloyd's. The yacht proceeds to sea, destination unknown, without calling a survey, or giving the owner of the colliding vessel any opportunity of inspecting the damage. Nothing more is heard of the claim for some time, when an account is received for a large amount of repairs, including a new propeller, painting the yacht all over, etc. The owner of the yacht not having called a survey, or given the owner of the vessel any opportunity of inspecting the damage, can he recover the damages claimed?—Yours, &c.,

Fowey, Nov. 24, 1897. X. Y. Z.

[If the owner of the yacht can prove that damage was done to his vessel through the negligence of those on board another vessel, the fact of his not calling a survey, or giving an opportunity to inspect the damage, will not prevent his recovering. The Court, however, before which the action is tried, if litigation ensues, will probably expect the plaintiff to prove his claim very clearly.]

COLLISION IN HARBOUR.

SIR,—I had loaded in a dry harbour, and was preparing to haul my vessel out of berth to proceed to sea, when a schooner from the opposite side came down to take the berth I was leaving. My pilot asked the captain of the schooner to hold on to windward till we hauled out; he said he had no rope out to do so, but came to the quay astern of my vessel. I then had to haul round his bows, my vessel being scarcely clear of the ground. In doing so the end of schooner's foreyard fouled our topmast rigging about a foot below our crosstrees. The schooner's yard was braced to port. Before I could let go topmast rigging the foreyard, which was quite rotten,

broke. The captain now sends me a bill for a new one. Am I to blame? The schooner was hauling ahead as fast as I was going astern. Am I liable, and what ought I to do?—Yours, &c.,

May 24, 1897. MASTER OF SMACK.

[It is impossible upon one statement to say who was to blame. All we can say is that on the facts as alleged it would appear that the schooner was in fault for hampering the smack, which ought to have been allowed to clear out before the schooner attempted to take her berth.]

COMPANY.—SALE OF SHIP.

SIR,—I take the liberty to enclose you herewith rules of a steam shipping company for your kind perusal, and shall take it as a favour if you will kindly let me know, through your valuable paper, whether the directors of the company are justified in partly selling the boat, and transferring her to foreigners, without the consent of the entire shareholders? Also if, in the above case, the dissenting shareholders can claim *pro ratâ* that which the foreign owners paid for their shares?—Yours, &c.,

April 23, 1897. INQUIRER.

[From the papers enclosed it appears that the company has passed a special resolution for a voluntary winding up. The resolution appears to have been duly confirmed, and to be in order, and, if so, is binding upon dissenting as well as consenting members. The resolution recites the sale of the ship, and may be taken to be an approval of the sale; but in any case the liquidator would have power to sell. As far as we can see, the dissenting members are in exactly the same position as the other members; they all share the proceeds of the property of the company after the liabilities have been satisfied.]

COMPULSORY PILOTAGE.—FALMOUTH.

SIR,—I arrived at this port on the evening of Feb. 28, with a cargo of straw to discharge from Dunkirk, and just outside the harbour a pilot boat spoke me and said I was bound to take a pilot, as it was compulsory. I have never done so before in other ports, as I always understood that any vessels trading between Bordeaux and Hamburg were exempt from compulsory pilotage, and I shall feel very much obliged to you if you will inform not only myself, but other masters that may come here, whether the Merchant Shipping Act is altered, and whether I am bound to take a pilot should I ever come back here from any Continental port.—Yours, &c.,

Falmouth, March 2, 1897. MASTER.

[Falmouth is a Trinity House outport, and pilotage is compulsory there (the "Juno," 1, P.D., 135), but the exemptions also apply to Falmouth as to other Trinity House outports, and as these include ships trading from any port of Europe north and east of Brest when not carrying passengers (M.S. Act, 1894, Section 625) such vessels are not bound to employ pilots.]

COMPULSORY PILOTAGE.—HULL.

SIR,—My vessel, under a foreign flag, arrived at King's Lynn from a foreign port, and after discharge proceeded in ballast to Goole. On entering the Humber a pilot boarded her and stated pilotage was compulsory. On that account I accepted his services, and he brought the steamer into Hull Roads during thick weather and anchored her there. On the weather clearing I discovered she was riding among a fleet of vessels, and had apparently a foul berth. At the turn of the tide a steamer in swinging round fouled my boat's stem with her quarter, slightly damaging herself. Will you kindly inform me whether the pilotage under the above circumstances is compulsory, and, if so, whether the pilot and not the ship is liable for the damage I am called upon to pay for having, as alleged, given the other steamer a foul berth? Thanking you—Yours, &c.,

March 8, 1897. FOREIGN MASTER.

[Pilotage is compulsory at Hull. Vessels employed in the coasting trade are exempt, but we think our correspondent's vessel would not be held to come within the exemption, and would therefore be free from liability. But see article "Pilotage, Compulsory, Humber" in *Maritime Notes and Queries*, Vol. IX, p. 76.]

CONSULAR FEES.

SIR,—Having signed articles on board of a steamship for the run to Antwerp for a lump sum, on arrival and having finished all work required by the captain and officers we were taken to the British Consul and discharged, for which we have been charged one shilling discharging fees each man; the captain making the remark that he did not see why we should not pay this fee, it being half of the fee, the other half to be paid by the owners. I beg to ask you if this fee is a legal charge, or was it not abolished by the B.T. years ago? Two months ago we went from Sunderland to Hamburg by the run, and were there paid off at the British Consul's and no discharging fee was charged.—Yours, &c.,

Sunderland, Nov. 12, 1897. SEAMAN.

[The Board of Trade in 1882 abolished all fees payable on the engagement or discharge of seamen in the United Kingdom. The Board of Trade did not and had no power to abolish the payment of fees to Consuls, and Consuls could charge the two-shilling discharging fee, and can do so still, we believe.]

CONSUL'S DUTIES.

SIR,—On a recent voyage from an English to a French, thence to a Spanish port, I had two passengers whom at the French port I wished to place upon the ship's articles, so as to avoid any difficulty arising with the authorities at the Spanish port. This the British Consul in the most positive manner refused to allow, his alleged reason being that it was trying to defraud the Spanish Government, thereby displaying his ignorance of his business, as these passengers being in transit were not subject to any tax. But what I wish to ask you is—1st, Has a British Consul any power to refuse to sign upon the articles any person whom the master may judge expedient to place there in addition to the regular complement of his crew; and 2nd, whether a British Consul is executing his legitimate functions, the duties which he is employed and paid for by the British taxpayer to perform, in looking after the interests of a foreign government, whether real or imaginary, at the expense of and annoyance to the British subject?

Yours, &c.,

June 11, 1897. MASTER.

[The consent of the Consul is required whenever a seaman is engaged in the foreign port. In this case the consent was asked to place upon the ship's articles—that is for the engagement as seamen—passengers, who were not seamen, admittedly with the intention of deceiving the Spanish Government. The Consul was obviously right in refusing his sanction—first, because a Consul has no right to alter the articles in the way suggested, and, secondly, because it was certainly his duty to refuse to countenance the object intended. It may be no part of the duty of a Consul to look after the interests of a foreign government, but it is his duty not to assist in a fraud upon a foreign Government even "at the expense of and annoyance to a British subject."]

CONTRACT AND PAYMENT.

SIR,—A shipmaster contracts to deliver a vessel abroad, finding all nautical instruments, books, &c., also paying all crew's wages until arrival at port of destination, also for provisions, towage, pilotage, and all expenses, receiving one-half of contract money on taking the vessel over, and the balance to be paid on delivery. The ship is lost just before reaching her port of destination through no neglect of the master, he being exonerated from all blame, with an attachment of an error of judgment. Can a master claim all payment, as if the ship had been actually delivered, or a fair amount of the balance of contract?—Yours, &c.,

March 16, 1897. SHIPMASTER.

[As the ship was not delivered the "balance to be paid on delivery" obviously never became due. There was no contract to pay any *pro ratâ* proportion.]

CO-OWNERSHIP.

SIR,—A friend of ours having one or two sixty-fourth shares in a steamer has consulted us on the following: If he gives notice by letter to the managing owner that he will not be responsible for any loss on any voyage that the steamer may go, can my

friend enforce payment if the ship should make a profit? In our opinion he cannot. Would you kindly give us your valuable opinion on this matter?—Yours, &c.,
South Shields, April 8, 1897. T. GENTLES and SONS.

[The first question is whether the notice is of any effect at all. Unless the part owner relinquishes his right to share in the profits he is still liable for losses (see the Stag, *Shipping Gazette*, Feb. 8, 1896). On the other hand, if his notice is good at all he cannot claim profits.]

CO-OWNERSHIP.

SIR,—I have shares in a schooner of which the master owns the greatest number of shares, and acts as if he was sole owner, laying up or repairing her without consulting other shareholders; neither has he shown any books or accounts for the past four years. Can we (the minority) compel the master to buy or sell at a price which I am prepared to buy or sell at, or what other remedy have we?—Yours, &c.,
Nov. 29, 1897. COASTER.

[The minority cannot compel the master either to buy or sell (see *Maritime Notes and Queries*, Vol X, p. 29-30), but they can require him to deliver accounts. The best plan will probably be to instruct a solicitor to demand a proper account. This will probably lead to the desired result. If not, proceedings can be taken.]

CO-OWNERSHIP.—CONVERSION INTO COMPANY.

SIR,—Being interested in a steamer, on the sixty-four share principle unlimited, and which the old owners have sold thirty-three shares to others, the new owners are forming the thirty-three sixty-fourth shares which they have bought into a limited company, independent of the remaining thirty-one shareholders. Can you tell me whether they can do this? Some time ago you had an article referring to a case somewhat similar to this, and shall thank you to give me the date when it appeared. What is my position in the event of this being carried out?—Yours, &c.,
Cardiff, July 1, 1897. C. S. MORGAN.

[The position was fully explained in *Maritime Notes and Queries*, Vol. X, p. 30, and in an article which appeared in the *Shipping Gazette* for January 21, 1897. See "Ownership—Liability of Part Owners."]

DAMAGE TO CARGO.—"BAKING."—PERILS OF THE SEA.

A case which was tried a few days ago in the Bristol County Court is of a certain amount of interest from the decision to which the Court came, but it may also with advantage be considered as an example of the various ways in which damage to cargo may occur in very ordinary circumstances at sea, and the different degrees of responsibility of the owner of the carrying ship. The steamship *Thrunscoe* brought a cargo of maize and oats from Baltimore to Avonmouth, and on arrival at the port of discharge it was found that a considerable quantity of the maize and a small quantity of the oats had been damaged, whereupon an action was brought in the County Court by the owners of the cargo to recover damages against the shipowners for the loss sustained by the plaintiffs. The *Thrunscoe* sailed on January 19 and arrived on February 7, and it seems to have been common ground that the vessel experienced bad weather for the first week or so of the voyage, during which time the hatches and ventilators had to be

closed. Part of the damage was admittedly caused by sea water, and for this no claim was made, but other damage was caused by the high temperature to which the cargo was subjected, and what the cause of this was the parties disputed. By the plaintiffs it was stated that the damaged cargo was in holds which were bounded by the bulkheads of the stokehole and engine-room, and that the injury was caused by heat from the engine and boiler. By the defendants, on the other hand, it was contended that the damage was caused by perils of the sea, an excepted peril, the enforced want of ventilation, although according to the ship's officers there might have been some heat from the boilers, while evidence was also given on their behalf that the cargo was stowed in the customary manner. The damage, of course, may have been caused in various manners. It may have been caused by simple heat proceeding from the stuff itself, when apart from any special terms of the contract, and we treat the case as if there were no such terms, the owners of the ship would not be liable unless they or their servants had through negligence allowed the heating to take place; that is, unless either the owners omitted to provide proper means of ventilating, or the crew failed to use the means provided in due course as circumstances permitted. There would be no such negligence if the weather, ordinary or extraordinary, prevented the necessary ventilation. In the one case the damage would be due to the "vice" of the cargo, in the other to either that or "perils of the sea." The damage again might have been caused by exterior heat from the engine-room or boilers, and this heat might have produced the damage either because the ventilation was interrupted or whether or not. If it was caused by such heat, apart from the interruption of the ventilation, the question of "perils of the sea" would be eliminated, and the owners of the ship would be liable either because the vessel was to some extent unfit to carry the cargo—in other words, that the vessel was "unseaworthy" for the particular voyage and cargo—or because the cargo was not properly protected from the heat, which would be improper stowage. The fact that the cargo was stowed in the customary manner would not protect the shipowners, and this is a matter which is sometimes lost sight of. The customary manner may be an improper manner, and it must not be forgotten that the shipowner is not protected by the fact that he simply does as others do, or as he is advised or told to do even by the best and highest authorities. He contracts, and is bound to carry the cargo and deliver it as it is entrusted to him, unless prevented by its own vice or an excepted peril, and bad advice is no such exception.

The more difficult case is where the cargo is damaged by the exterior heat, and the damage would not have occurred unless the ventilation had been interrupted by the bad weather; that is, by perils of the sea. This is not the same as the damage being occasioned, so many quarters by one and so many quarters by the other cause, when the shipowner would be liable for the former and not the latter. It is where the whole damage is contributed to by the two causes and no damage would have occurred without the conjunction of both causes. This, as we understand the judgment, is what the judge has found were the circumstances in the particular case of the *Thrunscoe*. The damage was caused, not from ordinary heating but by "baking or roasting," and was the result of the heat so generated being kept below by the closing of the ventilators "for a period which no reasonable man could contemplate." In these circumstances he has found the shipowners not responsible. On the whole, though with some doubt, we think the decision is right, assuming of course that the findings of fact are justified by the evidence. If the facilities for ventilation provided were sufficient, if utilised, to prevent in normal conditions damage, but the use of such facilities was prevented by the extraordinary weather, such non-use was caused by a peril of the sea, and the cause of the damage, it seems to follow, was such excepted peril. If that was the cause, the consequence of it is a matter for which the shipowner is not responsible. The judgment as reported is not quite clear, but this seems to be the basis of it, and, if so, we are not inclined to dispute its soundness.—*June* 23.

[The case was taken on appeal to the Admiralty Division, but the appeal was dismissed. See *Shipping Gazette*, *August* 4, 1897.]

DAMAGE TO CARGO.—VENTILATION.

The case of the *Bellasco*, in which judgment was given in the Admiralty Division, is of considerable importance as affording not only a general caution to masters of vessels carrying cattle on grain cargo vessels, but some judicial advice which may, if utilised, be of practical service. The *Bellasco* sailed from Buenos Ayres and La Plata to Liverpool, with holds full of maize, cattle on the main deck, and sheep in pens in a temporary deck above the main deck and on the poop deck. The maize arrived damaged, the particular consignment contained in three of the four holds being injured to the extent of £1,200 on a value of £12,000. For this damage the owners sued the owners of the *Bellasco*. The particular question in dispute was whether the damage was caused

by the inherent vice of the maize, as the defendants alleged, or by the unseaworthiness of the vessel, as the plaintiffs maintained. The alleged unseaworthiness consisted in the vessel being, as stated, so improperly constructed that the ventilation was interfered with and so rendered insufficient. The plaintiffs' case was—and this was proved to the satisfaction of the Court, or admitted—that the construction of the temporary deck rendered it necessary to take the cowls off some of the ventilators, which again made it necessary to plug them and cover them with canvas, and so close them, whenever the vessel was shipping water. The first question to be decided was whether the ventilation in such circumstances was in a proper condition, and the Court, under the advice of the Trinity Masters, held that the ventilation was inefficient. The statement of the Court that this was a matter of common sense hardly admits of any doubt. Neither can any reasonable objection be taken to the holding that this constituted unseaworthiness of the ship as regards the carriage of the particular cargo. Unseaworthiness, for which the shipowner is responsible, is a relative term, and means that the vessel is not reasonably fit to carry the particular cargo. This, however, did not suffice to show the liability of the shipowners. It was argued in a case in the same Court, not long ago, that proof of the mere fact of unseaworthiness is sufficient, but the Court has never yet so held, but requires proof that the damage has been in fact caused by the unseaworthiness. The proof that the improper ventilation produced the damage was not so clear. The case for the defendants was that the maize was, as the master put it, "heaty" at the time of loading. On this point there was considerable conflict of evidence, but the judge, who was acting as jury as well as judge, held that—the shipping days being wet, and for other reasons—it was clear that the maize was at least partly damaged by its own condition. He had then to decide whether the damage was increased by the condition of the ventilators. The advice of the Elder Brethren was on this point again requested, and they were of opinion that, having regard to the weather as described in the log, if the vessel had left port with the cowls on they could, with proper precautions, have been kept open all the voyage. This seems to have been conclusive, and the judge accordingly held that the defective ventilation did cause some of the damage, which he thereupon assessed at £500, and gave judgment for this amount and costs. So far the case may be looked upon as a warning, but a warning is not of much service unless some suggestion is added as to the means of avoiding the difficulty. This the Court gave, the judge

stating that in the opinion of the Elder Brethren there would be no practical difficulty, if it is desired to carry cattle and sheep, in prolonging the ventilators and raising them somewhat, so that the cowls can be kept on, and be above the sheep altogether. It seems a simple enough remedy, and could hardly be very costly. At all events it would be well worth adopting when the below-deck cargo is of a character so sensitive and liable to heat as maize. More particularly should special care be taken to avoid giving any cause for suspicion against the ship if the grain is loaded in a wet season, when it is almost certain there will be damage, and claims may, therefore, be expected to be made.—*November* 27.

DAMAGES—COLLISION—LOSS OF USE OF DREDGER.

In the case of the *Greta Holme* the House of Lords have held that a decision of the Court of Appeal which had confirmed a judgment of the Admiralty Division, which, in its turn, had confirmed a report of the Admiralty Registrar and merchants, is wrong in law, and the decision is almost unanimous and apparently expressed with little, if any, doubt. It is rather a startling example of the occasional uncertainty of the law, especially as the point involved was short and apparently simple, and it seems difficult to understand how there could be such a complete difference of opinion upon it between the final Court and the three lower tribunals. It is, however, at least satisfactory that the case is now finally settled, and, as far as we can see, the last judgment is in accord with the view a mercantile man is likely to take in the matter. The facts out of which the question arose can be described in a few words. On March 6, 1895, the No. 7 steam sand pump dredger, belonging to the Mersey Docks and Harbour Board, was proceeding from her anchorage ground in the Crosby Channel to the particular place where she was engaged in dredging operations, when she was run down and sunk by the steamship *Greta Holme*. She was subsequently raised and repaired, but was not in proper working order for some four months from the time of the accident. The *Greta Holme* was found in fault for the collision, and in due course the claim of the Board for damage came before the Registrar and merchants to be assessed. Two of the items claimed, amounting to nearly 1,600*l*., were for the loss of the use of the vessel during the time of repairs, and the question upon which the series of appeals arose was whether this was a charge properly to be included as damages payable by the owners of the *Greta Holme*. The dredger was at

work deepening the bar for the convenience of the American passenger traffic, the object the Board had in view being the dredging it down from 20 ft. to a depth of 30 ft. below low water spring tides. It was, of course, a work taking considerable time, and the difficulty the Board had to face at the reference was to show an actual pecuniary loss. The dredger could have been let to other persons, but the Board had no present intention of doing this. The Board did not hire any other dredger in the place of No. 7, so there was not any expenditure directly caused by the collision. What really happened was that the dredging operation was delayed for the four months, with a result that instead of the depth being increased during that time it began to decrease. The Registrar reported against the claim, on the ground that the plaintiffs had not shown "any tangible pecuniary loss," considering that the case could not be distinguished from the *Rutland*, a decision by Sir JAMES HANNEN about ten years ago (reported in the *Shipping Gazette*, December 6, 1886). That was a claim in very similar circumstances by the Harbour Authority of Warkworth for loss of the use of a dredger damaged by collision when she was at work in Warkworth Harbour, and the judge held that no "damage capable of being estimated in money"—no "tangible "damage"—had been done to the owners of the dredger. In the Admiralty Division the President confirmed the *Greta Holme* report, on the ground that the claim could only be put on the broad ground that the capital of the Mersey Board invested in the dredger was lying idle, and that there was "no authority for "saying that, unless it be shown that there is some tangible loss "of profit, or other tangible pecuniary loss, the mere non-employ- "ment of invested capital is enough to found a claim for damages," while, he added, the *Rutland* was a direct authority to the reverse effect. The Court of Appeal does not seem to have troubled about the *Rutland* decision, but unanimously dismissed the appeal, the MASTER OF THE ROLLS holding that, whether the Board could have let the dredger, which he seems to have doubted, they would not have done so during the time she was sunk, and the claim based on the possibility of a let at some indefinite and future time was too "shadowy and remote." The Lords Justices agreed that the Board had not made out their case, the foundation for the claim being "speculative in the extreme" and "mere guesswork." In these rather depressing circumstances the Mersey Board further appealed to the House of Lords. The appeal was first heard before Lords HERSCHELL, MACNAGHTEN, MORRIS and SHAND last March. After hearing the arguments, however, the House

ordered a re-hearing. This meant, of course, either that there was a serious difference of opinion upon the case among their lordships, or that the Court desired to be strengthened in number owing to a probability of the House allowing the appeal, and so differing from the unanimous opinion of the three Courts which had dealt with the case. The appeal was re-heard last April before the same four of their lordships and, in addition, the LORD CHANCELLOR and Lord WATSON—undoubtedly a strong Court. The result has been that the House of Lords by a majority of five to one have allowed the appeal. In the various judgments delivered, the case and the law governing it are put in various ways (a distinct disadvantage as compared with the single judgment pronounced in Privy Council Appeals), but it seems to have been laid down that where by a negligent act a person or even a non-trading corporation is deprived for a time of the use of property damages are payable, even though no specific money loss can be proved. The appeal being allowed, in the ordinary course the claim would have to go before the Registrar and merchants. From this the parties shrank and asked their lordships to assess the damages, which they consented to do, and 500*l.* was awarded the appellants. It is an important decision, and, in our opinion, puts the law on a much more satisfactory footing than as the Court of Appeal left it. No one seems to have doubted that the Board could have recovered damages if it had been trading for profit, and had lost that profit, or that even as a non-trading corporation it could have recovered if it had hired a dredger to take the place of the one sunk. We fail to see what difference it makes that the corporation is doing the work, not for its own benefit but in the interests of the ratepayers, or that it endures the deprivation instead of paying money to avoid the inconvenient consequences of the same.—*August* 9.

DEMURRAGE.—ACCIDENT TO RAILWAY.

Decisions of the Court of Appeal on questions of demurrage are always worth noting, for as hardly any two charter-parties are alike in the wording of the clause upon which such claims are based it is well to remember how the Courts interpret each particular variety of the stipulation. Otherwise we might have been disposed to say that almost the only thing remarkable about the *Nanshan* appeal ("Richardson *v.* Samuel and Company") was the fact that the case ever arrived at the Superior Court. The *Nanshan* was chartered by the defendants from the plaintiff to proceed to Batoum, and there load a cargo of petroleum from a

factory belonging to one BNITO, and thence proceed to Saigon. The petroleum was to be loaded at an average rate of not less than 10,000 cases per weather working day, and as the full cargo was 75,500 cases this meant that the defendants were entitled to eight days for loading. The *Nanshan* duly arrived, and was ready to load on April 2, but in fact the loading was not begun until May 8 and not completed until May 14. The cause of the delay was explained as follows. In ordinary course the oil shipped at Batoum came by railway from Baku in tank waggons, and was there discharged into the various factory reservoirs. It was then drawn off by the factory workmen into tins, packed in cases, and thus shipped. As it happened, owing to floods, the railway was partially destroyed early in the year, so that the supply of oil to the factory stopped, and none was coming down when the *Nanshan* arrived. It began to arrive, however, on April 14, and from April 17 the supplies were sufficient. About the beginning of the month BNITO had dismissed his workmen at the factory as there was no oil for them to pack, but soon after the oil again came down the BNITO factory again started work, though only slowly, as the men had to be collected together. The loading of the *Nanshan* did not commence even then, as there were two other steamships—earlier arrivals than the *Nanshan*—which according to the custom of the port had to be and were first loaded. The delay to the *Nanshan*, therefore, could be accounted for as follows. Up to April 17 by the breakdown of the railway; from April 17 to April 20, and to some extent afterwards, by the absence of men from the factory and otherwise up to May 8 by the loading as customary of the other two vessels. The claim for demurrage was resisted on the ground that all the delay was covered by the excepted perils, "strikes, lock-outs, accidents to railway," or "other causes beyond charterers' control," and the general right of the defendants or BNITO to load the *Nanshan* in turn. The Divisional Court held that the eight lay-days began on April 17—that is, that the charterers were excused up to that time under the "accidents to railway" clause, and not further—and decided that demurrage was due after the eight days so calculated. This certainly seemed the decision to be expected, but as the defendants considered it worth while to appeal we must assume that opinions differ on the subject. However, the Court of Appeal has unanimously affirmed the judgment of the Queen's Bench Division, and, as a decision of such authority, it may be well to remember the grounds upon which it is based, as they may apply to many other cases. The first contention of the appellants apparently was that

the dismissal of workmen, being a consequence of the breakdown of the railway, came under the exception "accident to railway." It may have been a consequence, but it certainly was not a necessary consequence. The discharge of the men was a voluntary act of BNITO, and its connection with the accident was immaterial. The exception does not excuse delay unless it has caused the delay—not at all the present case as the cause of the delay so far was not the accident, the oil being at Batoum by April 17, but was the voluntary act of BNITO in discharging and not in time re-collecting the men. This is about the way the Court has put the matter. A second contention was that strikes and lock-outs covered the case. This was even more hopeless, for, as the Court pointed out, these words have a well-known meaning, and refer to trade disputes. The general words, "other causes beyond charterers' control," were then relied upon, but under the ordinary course of construction these words only refer to matters of the same kind as are previously mentioned, and obviously cannot apply to voluntary acts of a totally different character. There remained only the argument that the defendants were entitled to load the ship in turn. The obvious answer which the Court duly made was that the contract was not to load in turn, but to load from a certain date. The decision is another example of the rule to which we have so often drawn correspondents' attention, that if two parties bind themselves by a contract in clear terms they must carry out that contract, and it is no excuse for the party breaking the contract to say that he had acted in usual way, or had done everything that could reasonably be expected. The case may help to impress this rule.—*November* 9.

DEMURRAGE.—LIBERTY TO AVERAGE DAYS.

The danger of inserting in charter-parties ambiguous clauses is so obvious that it is difficult to understand why more care is not taken to use plain words, the meaning of which is unmistakable. Probably the reason is that shipowners and merchants rely—and with considerable ground for their trust—upon a mutual understanding not to take advantage of each other, but sooner or later the slipshod method of drafting their contracts leads to trouble and eventually the law courts. In the case of the *Moliere*, which recently came before Mr. Justice KENNEDY, the Court had to decide what was the meaning of a clause of this unsatisfactory description: "Charterers to be at liberty to average the days for loading and discharging in order to avoid demurrage." It was stated that the clause was ten years old, and had been inserted in

the charter-parties of 2,500 vessels. Very possibly this is a true statement; but, if so, it is a standing testimonial to the anti-litigious character of the parties to such contracts. As the judge, with good reason, said, the clause was, on the face of it, ambiguous. There obviously are two ways in which it can be translated. Either it is intended that the two periods of loading and discharging shall be kept distinct, and the demurrage time in one period set off against the time saved in the other, or what is meant is that the days for loading and discharging are to be clubbed together, and any excess over the time allowed for the two operations is then to be deducted, and the balance is to be considered the demurrage time. It does not take much consideration to see that the result may be very different, according to which method is adopted in construing the clause, but, as an example, the facts of the *Moliere* case are sufficient for the purpose. The difference was one day sixteen hours, and with a big vessel this would represent a sum quite large enough to fight about. In the particular case there were two more days in dispute, but to simplify description we will not refer to that part of the case. The *Moliere* was ready to load on October 29 at noon, and loaded by November 11, 5 p.m., or thirteen days five hours. She discharged in two days eighteen hours. Her allowed lay-time worked out at four days nineteen-and-a-half hours for each operation, or nine days fifteen hours for the two. Now, if all the days occupied for loading and for discharging counted, it would have made no difference how the calculation under the clause was made; the result in each case would have been six days eight hours. As usual, however, there were certain exceptions, which, so far as is material, may be stated to cover, when not used, Sundays, the Saturday half holiday, and the early Monday morning before work time recommenced. November 1 was a Sunday, and that break from Saturday to Monday was one day eighteen hours; November 8 being also, of course, a Sunday, and that break being a period of one day sixteen hours. The discharging time of two days eighteen hours was all working time. It will now be seen how the system to be adopted in construing the clause becomes material. If, as the shipowners contended, the two periods of loading and unloading were to be kept distinct, the allowed loading time elapsed on November 5, at 1.30 a.m., and the rest of the time at the loading port, six days fifteen-and-a-half hours, counted as demurrage, and this less the time saved discharging, two days one-and-a-half hour (or four days nineteen-and-a-half hours less two days eighteen hours) was the net demurrage time, namely,

four days fourteen hours. The charterers, on the other hand, set up the other calculation, "lumping" the time. The total time allowed being nine days fifteen hours freed them from October 29, noon, until November 11, at 1 p.m., which left only four hours' demurrage to be added to the balance of time occupied in the discharge (two days eighteen hours) or two days twenty-two hours in all. In other words, in the one case the non-working time, Saturday, November 7, to Monday, November 9, counted against the charterers; in the other case it did not. There being the ambiguity, the judge admitted evidence to prove the "usage and custom" in the trade, and the witnesses satisfied him that in the trade the charterers' construction was in accordance with the special and well-known meaning of the clause, and he accordingly decided the action on this point in favour of the charterers. The amount at stake was certainly not of great importance, but it is quite conceivable that in some circumstances, where for instance a strike intervened and happened to be excepted, the amount involved would be considerable. The main fact, however, that through careless drafting of a clause not in exceptional use, some dispute was allowed to arise between owners and charterers affords an object lesson. "Obvious ambiguities" ought not to find a place in charter-parties, and they are far too common in those documents.—*February* 19.

DISCHARGE OF TIMBER.—DUTIES OF SHIPOWNER AND CONSIGNEE.

The respective duties of shipowner and consignee in discharging and receiving timber from ship to barge in the Thames have been a good deal in dispute in recent years. The result of the consequent litigation has been apparently conflicting, and certainly unsatisfactory, and the latest decision leaves matters, as far as we can see, still in a state of uncertainty. There are three decisions to which reference may be made as showing the nature and result of the litigation. The first was in 1890, "Fenwick and "Company *v.* W. W. Howard and Company, and Rafferty, Thornton "and Company" (*Shipping Gazette*, June 23, 1890). It was an action for demurrage, in which the chief dispute was as to which party was bound to stow timber in barges under a charter-party which allowed the custom of the port to be relied upon. It was tried before Mr. Baron HUDDLESTON and a special jury, and after evidence had been given that the whole work of stowage in the barges was, by custom, the shipowner's duty, the question was

clearly put to the jury, "Whose duty is it to stow the timber in the barges?" The jury at once gave a verdict for the defendants; that is to say, they found it was the shipowner's duty, and judgment was accordingly given for the defendants. The next case is "Petersen *v.* Freebody and Company," in 1895 (*Law Reports*, 1895, 2 Q.B., 294). This was also an action for demurrage, delay in delivering or receiving a cargo of spars having arisen owing to the insufficiency in number of the men in the barges. Mr. Justice KENNEDY, who tried the action without a jury, gave judgment for the plaintiff, the shipowner, and on appeal to the Court of Appeal the judgment was affirmed. The importance of the case rests a good deal upon the clear statement of the judges as to the duty of the shipowner. He must "put the goods over the rail," and "so far over the side as that the consignee can begin to act upon "them," but when the goods are "put within reach of the consignee" the duty of the consignee commences, and the rest of the work of dealing with the goods is the duty of the consignee and not the shipowner. It is to be observed that in this case the custom of the wood trade of the port was specially imported into the contract. The contention of the defendants was that the consignees' duty of receiving did not commence until the ship's crew had completed the operation of placing the spars in the bottom of the barge. It does not appear whether any evidence at all was given of any custom, but at all events, as the judges held, there was no evidence of a custom to that effect. The results of these two cases seem to be diametrically contrary, though the material facts were very similar. Both ships were discharging, in the Surrey Commercial Docks, timber cargoes, under charter-parties stipulating for the discharge to be from alongside, and with the custom, if any, admissible. Diverse, however, as the results were, it does not appear that the Court which decided the second cause would have disapproved of the verdict in the first, there being the material distinction that in the former there was one additional fact—the finding of the jury of the custom. It may, of course, be that a custom can apply to some wood cargoes and not to others, but this would only show further how unreasonable such a custom would be. Now we have a third case, "Aktieselkab Helios *v.* Ekman and Company," in which the owners of the *Helios* claimed demurrage on a similar ground, delay having arisen because the charterers refused to provide men to stow "timber of long lengths" into the lighters which they sent to fetch the cargo from the ship. The defendants, the charterers, relied on the custom. They alleged that the shipowners were bound to unload

the timber into the barges, and, apparently, to stow it there. Mr. Justice COLLINS having decided in favour of the charterers, appeal was made to the Court of Appeal. The plaintiffs, the owners of the *Helios*, denied the custom, and contended also that even if it was proved it could not avail, as it was contrary to the conditions of the charter-party, which said that the cargo was to be taken from alongside at merchant's risk and expense. The decision of the Court, delivered last Saturday was, however, adverse to the shipowner. But for the custom, the Court admitted the master would not have been compelled to put the cargo into the barges. This follows the decision in "Petersen *v.* Freebody and Company." But the custom was proved, and was, the Court held, in law a good custom, and not inconsistent with the contract. It seems to have been limited to this extent, that although the shipowners must place such cargoes in barges in "such a way "that they might fairly be deemed to be loaded, any subsequent "necessary arrangement" of the timber in the barges must be done by the charterers. This decision, therefore, entirely rested upon the finding of fact that there was the custom alleged. The decision may be reviewed on the point of law raised, and a stay of execution has been granted for the purpose of a further appeal, but so far as the judgment goes it is at present wholly in favour of the merchant's contention. It is not for us, therefore, in the circumstances to discuss this point. We may observe first that the finding of the jury is not in any way binding upon other parties, and in any similar litigation a jury may come to precisely an opposite conclusion. Still, if sufficient evidence can be obtained at one time to support the custom, the chances are in favour of its being proved in any subsequent action. The case may therefore be considered as showing how essential it is for shipowners to resist even by litigation objectionable demands when first set up, before they become customs. It seems obvious that shipowners could never originally have willingly saddled themselves with such a duty as the loading of the consignees' barges for them, and if it has become a custom for them to do so with particular cargoes it can only have been because they have for some considerable time failed in their duty to themselves to insist upon their rights under their contracts. The natural work which shipowners undertake is to carry the cargo and deliver it from the ship's rail, deck or hold; and they no more undertake to stow it in barge or stack it in the merchants' yard than to carry it a hundred miles inland. If, however, shipowners are sufficiently careless of their own and their fellow shipowners' interests to give

in to the merchants' not unnatural demands to have some of the work of the latter done for them free of expense, the time will come when the practice becomes of such standing that it becomes a custom which can be proved to the satisfaction of a jury naturally more inclined to support the local merchant than the stranger shipowner. The case of the *Helios* is at least an object lesson.—*May* 7.

DAMAGE.—NOTICE OF SURVEY.

SIR,—A steam vessel gets injured by collision with a bridge during navigation. Apart from all question as to where fault lies for the collision, is it absolutely requisite, in law, that the owner should have the vessel surveyed, and notice of the time and place of survey given to the other side? Failing his doing so, does a claim for any damage lie at his instance, and generally what effect has such an omission upon his claim?—Yours, &c.,

Feb. 8, 1897. R.

[It is usual to have a survey and to give notice to the other side of the time and place of the survey. The omission to do so certainly does not bar the claim, but would probably cause the Court to criticise more closely the plaintiff's evidence as to the amount of the damage.]

DAMAGE TO CARGO.

SIR,—I shall be glad of your valuable opinion in the following case. A vessel was discharging a cargo of beans, and, owing to insufficient dunnage, a part of it was found damaged, which fact the master admitted. The damaged cargo is taken out of the vessel into the merchant's mill and put through a process to get the damaged separated from the sound beans, which unavoidably got mixed. The master neither sanctioned nor objected to such a course. (1) In settling for the damaged cargo is the merchant to charge market value or cost price? (2) Is the merchant right in allowing a nominal sum only for the damaged beans, he not having given the master an opportunity to ascertain for himself the quantity of sound beans mixed with them? (3) In paying full legal price for damaged cargo is the master entitled to it, or has the merchant a right to make the best he can of it without the sanction of the master?

Yours, &c.,

Feb. 19, 1897. DOUBTFUL.

[The damages recoverable are the difference between the market value which the cargo would have had if undamaged at the place and at the time of discharge and the value of the cargo as delivered damaged. The course adopted by the parties makes it difficult to work out the rule, but we think the calculation can be got at by valuing the damaged cargo after the separation and charging the ship for the damaged portion of the cargo at the full market price for sound cargo, and in addition a reasonable sum for the cost of separation, giving the ship credit, on the other hand, for any amount for which the damaged portion can be sold, the merchant selling it for the benefit of all parties for the best price he can get.]

DAMAGE TO SHIP.

SIR,—I am master of a small vessel and own 32 shares of her. If my vessel is safely moored and has been laying at the same place for a week, and then another man's timber breaks adrift and gets underneath the bottom of the vessel and does damage to the vessel, are the owners of the timber liable for damage?—Yours, &c.,

Oct. 16, 1897. Y.B.

[If the timber broke adrift through the negligence of the owners of the timber in not securing it properly, and the ship was moored in a proper and usual place, the owners of the timber would, we think, certainly be liable.]

DELIVERY OF CARGO.

SIR,—My vessel has arrived here from Faro with the first cargo of locust beans ever discharged at this place, and I am informed my duty is to put the cargo on the scale on the ship's deck, which I have elected to do in baskets. It appears with grain cargoes it is the custom for the ship to find sacks and men to fill them in the hold, and the dock company seek to compel me to do the same with locust beans. I find this would cost me sack hire and extra labour, and as I am in a position to put cargo up in baskets without extra cost I object to carry out the dock company's demand. I enclose my charter for your perusal, and shall be obliged for your valuable opinion at an early date.—Yours, &c.,

Feb. 22, 1897. MASTER.

[Nothing is said in the charter-party as to the manner of the delivery of the cargo at port of discharge. The bill of lading is not sent, but assuming that it is equally silent on the point the custom of the port, if there is one, must be followed. It is difficult, however, to see how there can be an actual custom with regard to cargoes of locust beans, as this is the first of such cargoes discharged at the port. It is quite possible that any analogous custom, such as with respect to grain cargo discharge, would be considered binding, but on the whole we do not think it would be, and are inclined to think that the discharge by the ship in baskets would be sufficient.]

DELIVERY OF CARGO.—LIEN.

SIR,—Will you favour us with your valued opinion regarding the following case of demurrage. Vessel arrived here on 27th May last to discharge coals consigned "to order." Charter reading "and to be discharged, weather permitting, at not less than "thirty-five tons per working day, the said days to commence on the ship being ready "to deliver." "Demurrage to be at the rate of 4d. per register ton per day." Lay-days for discharging expired on the 8th instant, without any cargo being discharged, and notice of demurrage was served in due course. Up to time of writing no orders for discharging have reached us, nor has the captain received any intimation as to who are the consignees. We should like to know how many days this vessel can be kept on demurrage after the lay-days expired, and if there is a limit, and that limit is passed, what action should the captain take to recover his freight and demurrage, and, at the same time, free his ship?—Yours, &c.,

Fowey, June 15, 1897. ONE AND ALL.

[It is the duty of the master to wait first the lay-days, and then if specified the demurrage days, and, if these are not specified, then a reasonable time. The law does not specify how long a reasonable time is. We assume that the vessel came from a home port, and therefore advantage cannot be taken of the provisions of the Merchant Shipping Act, 1894 (Sections 493, &c.). He can then land the goods, but he will probably lose his lien thereby, and be obliged to bring an action to recover his freight and demurrage. (See Abbott, 13th Edition, p. 451.)]

DEMURRAGE.

SIR,—My steamer, 300 tons deadweight, brought cargo here sold at combined price, cost and freight, by telegram. She has been kept here since May 24, and less than one-third cargo has been unloaded. How long can I be kept without getting demurrage?—Yours, &c.,

June 14, 1897. MASTER.

[It is quite impossible to answer satisfactorily questions relating to contracts without having the terms of the contract before us. All we can say is that if there is any provision in the contract as to lay time the rights of the parties are governed thereby. Otherwise it must be assumed that each party agreed to act reasonably, and that the cargo should be taken over in a reasonable time. This is, of course, indefinite; what such time is depends on all the circumstances. Probably time is up, but really our opinion on the matter can be of little value, as we neither know all the material facts, nor can we say what the opinion of a judge or jury would be if the question had to be decided in Court.]

DEMURRAGE.

SIR,—Under the enclosed charter-party 2,390 tons rails were shipped. Charter contains the clause that this portion of the cargo had to be loaded and discharged at the rate of 250 tons per working day, Sundays and holidays excepted; reversible loading and discharging. Five days were occupied in loading, leaving fourteen for discharge. Consignees took nineteen days to turn the cargo out of the ship On the 16th day, i.e., two days after expiry of the lay-days allowed by charter, captain commenced loading outward cargo in one of steamer's holds which was by that time free. Owners made a claim for five days' demurrage. Are we right in contending that, without prejudice to other reasons which we can bring forward for declining to pay any demurrage owing to certain alleged actions of the captain, owners are entitled on the above statement of facts to only two days' demurrage?—Yours, &c.,

Aug. 7, 1897. ANVERSOIS.

[On the facts stated we think "Anversois" is not right in his contention. The mere incident of the shipowner working at one of the free holds does not alter the fact that the particular cargo was not discharged in the stipulated time.]

DEMURRAGE.

SIR,—We, the undersigned, have arrived at this port with cargoes of wood goods from the Baltic, chartered for "Flathouse," or "Upper Quay, so near thereto as we can safely get." On our arrival we are informed by the harbour-master that, in consequence of the subsidence of part of the quay (the recognised berths for steamers), two berths at least cannot be used. Thus only three of the vessels arrived have been able to get discharging berths. A fourth vessel got alongside after a time and commenced her discharge, but steamers having arrived she has been obliged to move, by order of the harbour-master, to a berth where she cannot work, and there await the departure of the steamer. After taking up her position a second time, she was again ordered away for the same reason. The harbour-master states, by the bye-laws of the port, steamers can cause sailing vessels to move from their berths. Another vessel has been awaiting her turn in the harbour for over a week, this day only getting a berth at quay. There is another quay—Lower Quay—situated in the lower part of the town, but the merchants refuse to receive their cargo there owing to the distance they would have to carry their goods. Would you please inform us on whom we can claim for the detention, and when our lay days count from?—Yours, &c.,

Portsmouth, Oct. 13, 1897. FOUR MASTERS.

[The vessels are chartered for Upper Quay, and as there is nothing to prevent them getting there the receiver cannot be required to take the cargoes at Lower Quay. Whether the receiver can be made to pay for delay in delivery therefore simply depends upon whether, under the charter-party, the owners have contracted for delivery in any other or quicker manner than that described by our correspondents. It is quite impossible to answer this question without knowing the terms of the charter-parties. All we can say is that if the agreement is simply for delivery in turn, or as customary, or in some such vague terms, the probability is that no claim for demurrage can be substantiated against anyone.]

DEMURRAGE.

SIR,—Will you kindly inform me if I have any claim for demurrage for detention of a vessel I have chartered with a firm here, on September 27, at which time they promised faithfully that she would be loaded by Wednesday last, the 6th October. They have not yet loaded her, and to-day they say it will be next Monday or Tuesday before they will load her. They have only loaded one ship this last fortnight. The vessel is only a small one, and, belonging to a poor man, it seems very hard upon him to have his property detained, and I ask your advice as to whether the owner could claim demurrage from the charterers or not, as I am under an impression that there is a law whereby they cannot keep a ship longer after having waited a reasonable time for loading. I enclose a copy of her charter for your inspection.—Yours, &c.,

Sunderland, Oct. 13, 1897. OWNER.

[If "Owner" had intended to rely on an alleged promise to load by a particular day he should have had the definite stipulation inserted in the charter. Under the charter the only stipulation is that the vessel should be loaded "in regular turn as customary" and "lay her regular turn of sailing vessels." If the vessel is so loaded, and there is nothing to show she will not be, no demurrage is due.]

DEMURRAGE.—DELAY IN REACHING BERTH.

SIR,—A steamship was fixed to load a cargo of coals for Guernsey on the terms of the enclosed charter-party. The steamer arrives at port of discharge on falling tides, and is not able to get within 40 ft. of the quay where the consignees usually discharge, and will not have water enough to reach the quay until the 15th instant, thus detaining her full six days. We understand that the cargo could be taken by carts at low water where the steamer lies aground at a cost of 1s. extra per ton for discharging, which consignees refused to do. Owner claims demurrage for the delay. Will you please say whether the consignees are liable for this demurrage, and whether they should not have incurred the extra expense for discharging for their own account? You will notice that the clause in charter-party as to delivery reads, "And there deliver the said cargo at a safe berth where and as directed by the consignees, &c.—Yours, &c.,

Swansea, Feb. 13, 1897. BROKERS.

[Assuming that the consignees directed the discharge to be at a berth at the quay, the lay time would, in ordinary course, not commence until the ship got there. We do not think that there was any duty on the consignees to discharge elsewhere, and certainly not to incur extra expense to save the time of the ship.]

DEMURRAGE.—IN TURN.

SIR,—I fixed my vessel to load a cargo of coals in turn, steamboats excluded. Now they have put a lighter, 900 tons, which tows to London, ahead of all sailing vessels. Does that stand good, or can I claim demurrage?—Yours, &c.,

Aug. 27, 1897. MASTER MARINER.

[A lighter intended only to be towed is neither a sailing vessel nor a steam vessel, strictly speaking, but we are inclined to think that under the charter-party the sailing vessel would properly have to give way to such lighter. It is, however, a very doubtful question.]

DEMURRAGE.—PORT OF CALL.

SIR,—Our vessel was chartered as per form attached. She arrived at Falmouth early on a Saturday, and charterers received notice of her arrival before noon of the same day. Please say if the forty-eight hours expire on the Monday or Tuesday morning? You will observe that no mention is made of Sundays being excepted.

Yours, &c.,

Grimsby, Jan. 7, 1897. OWNERS.

[The orders were to be given "within forty-eight hours or lay-days to count." There was no exception of Sundays, and the time would elapse on Monday, not Tuesday (see *Maritime Notes and Queries*, Vol. VII, p. 95).]

DEPOSITION.

SIR,—Would you please say if a master of a foreign vessel can refuse to give his deposition to the Deputy-Receiver of Wreck, as twice within a short time such a thing has occurred here?—Yours, &c.,

St. Margaret's Hope, Orkney, Jan. 8. WM. SUTHERLAND.

[If the vessel has been "in distress on the coasts of the United Kingdom" the master is bound to make his deposition when called upon to do so by the Receiver of Wreck, or the person duly authorised to perform the duties of such person, as, presumably, his deputy is.]

DETENTION OF LIGHTERS.

SIR,—A Russian sailing ship is at present loading a cargo of coals and goods. The goods were ordered down in the usual way and loaded into lighters and ready to proceed, when the captain came to the office to say that no goods had to be sent down on Monday. June 14, being the Russian Whit-Monday, was a holiday in Russia, and his men would not work on that day. We immediately tried to stop the lighters, but the manufacturers said that as they were already loaded they must proceed. A gratuity was offered to the captain if his crew would work, and the captain says he offered a further sum by way of inducing them to do so, but they would not; accordingly the

lighter was detained, and there is a claim now for demurrage. What recourse have we upon the ship and in what manner does the English law treat foreign vessels in such cases?—Yours, &c.,

June 15, 1897. MERCATORES.

[If there is a good claim for damages against the owners of the ship we think it could be enforced against the ship if, as we assume, the claim is under 300*l*, in the County Court under the County Court Admiralty Jurisdiction Act, 1869, Section 2. Whether there is a good claim we cannot say; we do not know any similar case, but rather doubt the liability of the shipowner in the circumstances.]

DISCHARGE "AS QUICK AS POSSIBLE."

SIR,—I have in my charter to "discharge as quick as possible during usual working hours." Will you kindly give your valuable advice how I am to understand this clause? Is it as custom of the port, or as quick as the ship can deliver, or as quick as the receivers of cargo receive the cargo?—Yours, &c.,

Bristol, Feb. 24, 1897. MASTER.

[Probably the clause would be taken to mean as quickly as ship can deliver and merchants receive the cargo during usual working hours, each party making all reasonable efforts to save time. It is one of the many vague, and therefore unsatisfactory, phrases too often found in use.]

DISCHARGE AT CURRENT RATE.—WELSH COAL CHARTER.

SIR,—In clause 8 of this charter I find the following paragraph: "Charterers to "effect the discharge of the cargo, steamer paying current rate of the port, not exceeding "say per ton, and providing steam, steam winches, winchmen, gins and falls." The usual price for discharging here has been 1.25f., or say 1s., a ton, and this has almost invariably been the figure stipulated for by charter-party. If steamer was entirely free, I do not doubt but that this work could be done, say for coals, at 75c. to 80c. a ton, and for patent fuel at say 1f. a ton. Supposing that a ship should come in, and charterers (or receivers) insist on captain paying him the old rate, and that, on the other hand, the free lances offer to do the work for, say, half or two-thirds of the price, what would be the correct line of conduct for the captain to adopt? Can he, if he chooses, employ the cheaper man, the usual price, "or current rate," being, of course, so much higher? As I foresee probable difficulties through the wording of this clause, I would thank you to give me your advice in one of your early numbers.—Yours, &c.,

Oban, Jan. 13, 1897. THOMAS A. BARBER.

[Under the clause the charterers are to effect the discharge; the ship is to pay current rate. Obviously the master has no right to decide who shall be employed, for this is a right the charterers have reserved for themselves; it is equally clear that the ship must pay the current rate, and not half or two-thirds of it. The only difficulty is to determine what is the current rate. If the work can be done for 75c. it is not easy to accept the statement that 1.25f. is the current rate, but this is a question of fact.]

DISRATING SEAMAN.

SIR,—An entry is made in the official log to the effect that a seaman's wages are reduced for incompetency from the time of joining. The entry gives the date at which it was made. If this is read over to the seaman 24 hours before entering port and a note made to this effect—(1) Would this be in conformity with the Merchant Shipping Act? (2) Would the reduction commence at the time of the seaman joining or from the day the entry was read to him?—Yours, &c.,

London, July 26, 1897. ANNAPOLIS.

[(1) It does not seem that under the Merchant Shipping Act, 1894, the disrating of a seaman has to be entered in the official log at all. An offence for which it is intended to enforce a forfeiture must be entered, but according to the judgments in the "Highland Chief" (Law Reports, 1892, P. 76) the reduction of wages consequent on

disrating is not a "forfeiture" of or even deduction from wages. Assuming, however, that in the circumstances it was necessary to make the entry in the official log, the directions given in the Act seem to have been fulfilled if the entry was signed by the master and by the mate, or one of the crew, and any reply made by the seaman is also entered. (2) If the seaman was in fact incompetent, we see no reason why the reduction should not commence from the time of his joining.]

DISSENTIENT PART-OWNER.

SIR,—I am a co-owner in a sixty-fourth vessel which has unfortunately been losing money. I am now called upon by the majority of my co-owners to pay up my portion of the deficit. The late managing owner has been dismissed and a fresh one appointed. I am anxious to get this vessel sold, fearing she may lose more. Can I compel my co-owners to sell on her return to United Kingdom or Continent? Failing that, what means have I to stop further losses, and can the majority of my co-owners compel me to pay my portion of her debt under the late management?—Yours, &c.,

Swansea, February 19, 1897. NAUTICAL.

["Nautical" can bring an action of restraint (as fully described in *Maritime Notes and Queries*, Vol. VII, p. 82), in which case he saves himself from loss on working and loses his share of profits. He can apply to the Court for an order for sale of the vessel, but the order is very seldom made. He must pay his share of the loss incurred while the ship was running with his consent. The real remedy is to sell his own shares. A minority owner cannot expect to saddle his share of the joint liability upon the other majority owners.]

DISSENTIENT PART-OWNER.—INSURANCE.

SIR,—Is an owner of shares in steamers, who has given notice to the managers that he is a non-navigating owner, liable to them for payment of the insurance?—Yours, &c.,

Newcastle-on-Tyne, July 9, 1897. AN OLD SUBSCRIBER.

[By "non-navigating" owner we presume our correspondent means an owner who has given notice in some form or other that he will not continue to share the risk of running the vessel. Any such notice can hardly have any effect upon the liability for insurance premiums. If, however, such owner distinctly requests the managers not to insure for him, we think he would certainly be no longer liable for any insurance effected by the managers.]

DOCK COMPANY—POWERS OF.

SIR,—Has a railway company, owning docks, a legal right to monopolise the stevedoring of ships and to make a profit on same?—Yours, &c.,

March 30, 1897. NEMO.

[We cannot answer the question without seeing the private Act under which the docks are managed. Unless, however, special power is given by the Act, we think any bye-law which purported to secure the sole right of stevedoring would be invalid. See "Dick *v.* Badart," Law Reports, 10 Q.B.D. 387.]

DOCK DUES.

SIR,—Your valued opinion would much oblige as to whether the charterers are bound to return to the owners the two-thirds dock dues (which in London are usually returned to owners on wood-laden and other steamers) when a vessel is working on a round charter-party like the enclosed.—Yours, &c.,

London, June 18. LONDON SHIPBROKERS.

[The charter is for a series of voyages, each to occupy 28 days. The discharge is to be in dock or river, as ordered by charterer, and there is a special clause that the freighters are to pay all customary dues on cargoes, and the ship all other charges. This last clause seems to conclude the question. There will, as far as we can see, be no liability to return any proportion of dues, but the charterer must pay the dues on cargo and the shipowner all other dues.]

FREIGHT.—LIABILITY OF CONSIGNEE WHEN FREIGHT ALREADY PAID.

The reserved judgment in the case of the *Canada*, which was delivered last Monday, deserves careful study as a decision upon a complicated and rather important question of affreightment. A consignment of cargo had been held by the shipowners at the port of delivery for freight; the amount had been paid under protest by the consignees, who had subsequently sued the owners for return of the money paid, on the ground that the freight had been paid at the port of loading, and nothing more was due. The actual issue was clear enough. Was the cargo-owner to pay twice, or was the shipowner to be deprived of his freight? But it involved a very careful consideration of the circumstances and of the law applicable. The material facts, either admitted or proved, were shortly as follows. The *Canada* was chartered to proceed to Sydney and there take a general cargo for London for a freight of 4,250*l*. The charterer was to have the right to re-charter at any rate of freight, without prejudice to the charter-party. If the bill of lading freight was less than the chartered freight, the difference was to be paid in cash at Sydney; if it was more, the difference was to be received for charterer's account. Certain shippers, SCOTT and Co., shipped timber under a bill of lading by arrangement with MAILLER, the charterer. The bill of lading, however, instead of making the freight payable at port of delivery, had a clause inserted to the effect that freight was "to be paid at the port of loading." SCOTT and Co. accordingly paid half the freight in cash to MAILLER, and settled the other half in their account with him. They then endorsed the bill of lading, which had been duly signed by the master, and the Australasian Timber Company in due course became the holders. The *Canada* performed her voyage and the Timber Company claimed delivery to them of the timber. The owners of the *Canada*, however, naturally wanted their freight, for which they considered they had a lien, and only delivered up the timber on payment under protest of 235*l*. odd, which represented the freight. SCOTT and Co. then sued the owners of the *Canada* for return of the money paid. If freight was payable to the owners at the port of discharge there could be no doubt the lien was good and had been properly exercised. If freight was only payable at the port of loading, there does not seem much doubt either that the lien would not hold good even if that freight had not come into the hands of the right parties. The main question, therefore, seemed to be whether

the bill of lading defined the rights of the plaintiff cargo-owners and the defendant shipowners. If the bill of lading only had to be looked at, as the judge stated, there could be no lien. There was no freight payable under it at the port of discharge, and consequently nothing for which there could be a lien. The main question then arose whether the bill of lading was really the governing document. The Court decided this question against the plaintiffs on the ground that it was inconsistent with the charter-party, and, therefore, the master not being entitled to sign such a bill of lading, it was invalid. It was inconsistent because the charter-party only contemplated bills of lading being signed for freight payable at the port of discharge, and not for advance freight. There seems ample authority for this limitation of the power of the master to bind the shipowners, and the principle is one which is obviously necessary to be strictly enforced, or the shipowners would be absolutely at the mercy of a careless master. So far, assuming that the facts were properly found, it seems fairly clear that the decision was in accordance with authority. A question, however, remained to be decided. The bill of lading being gone, what, if anything, was the liability of the Timber Company? The Court has held that the cargo having been carried at their request—that is, at the request of SCOTT and Co., who were, or must be taken to be, their agents in the matter—there was a lien on the goods for the usual freight, which might be taken to be the bill of lading freight. It appears a reasonable view to take, but there is a decision which at least makes it doubtful whether usual freight is always payable where the bill of lading is not valid. In "Smidt *v.* Tiden" (L.R., 9 Q.B., 446) it was held that where shipowner and cargo-owner were not *ad idem* the latter could not be sued for freight, and in the circumstances the cargo-owner got his cargo free. At the same time, it was in that case suggested that though he could not be actually sued, the cargo might have been held against him, as the lien still held good. It is difficult to understand how a lien can be good where the claim for freight could not be substantiated by action. However, in the present case the lien was enforced, and if "Smidt *v.* Tiden" is applicable at all as an authority, it was rather in favour of the shipowner in the present case, and was so considered. Having arrived at a decision from the point of view of the bill of lading being invalid, the Court added an alternative ground for holding in favour of the shipowner, even if the bill of lading were good. The freight paid in Sydney was not paid to the shipowner, and it ought to have been so paid by SCOTT and Co., and as the Timber Company

were their principals they were, even under the bill of lading contract, liable to pay the freight to the defendants. This depends upon whether the bill of lading did really provide for the payment of freight to the shipowner, and not to the charterer. But it must be assumed that it did, for if not the bill of lading could not be supported, for the master has no power to sign bills of lading making the freight payable to anybody but the owner. There was some suggestion that the decision would be appealed from, but if it is we shall expect it to stand, unless, indeed, the Appellate Court takes a different view of the facts.—*February* 27.

FREIGHT.—TIME CHARTER.

The case of "Tonnelier and Bolckow, Vaughan and Company *v.* Smith and Weatherill and Company" is another instance of the carelessness with which charter-parties are drawn, leaving the respective rights of the parties, in circumstances which are almost certain to arise, either unprovided for or at least in very considerable doubt. In this case, a mixed voyage and time charter, payment was to be made monthly in advance, and the particular question was how payment was to be made of what was expected to be the last instalment for the broken month at the end of the time of charter. As the chances were about thirty to one that there would be this broken time, and as in any case it would be doubtful almost up to the last moment whether the ship would be ready for re-delivery at the exact end of a month, it might well be thought that clear provision would be made for the almost certain contingency, but so little was this done that, of the four judges before whom the case came at one time or the other, two held in favour of a view taken by the shipowners, and two considered that they were wrong and that the charterers were right. The plaintiff TONNELIER chartered the steamship *Bushmills*, which was owned by the defendants, for a voyage out and home, with option of continuing the charter for a second round trip, and payment was to be made at the rate of 709*l.* per calendar month, "and at and after the same rate for any part of a month," payment "to "be made in cash in London, monthly in advance, without deduc- "tion." The owners were to have a lien upon all cargoes and upon all sub-freights for any amounts due to them under the charter, and the charterers were to have a lien on the ship for all moneys paid in advance and not earned. It would seem obvious that when the time arrived that the charter was nearly expiring and the presumably last monthly payment day came round, a question

would arise whether a whole month's hire should as before be paid in advance, or whether, if it was clear that the vessel would not be wanted for more than a few days, it would not be sufficient to pay a proportionate sum "after the same rate." In fact this question did in due course arise. The *Bushmills* came on hire on July 19, 1896, at Antwerp, and she made a round voyage to the Sea of Azoff and back to Hamburg. The plaintiff TONNELIER exercised his option of continuing the charter, and the ship fetched a cargo of ore and brought it to Middlesbrough, consigned to BOLCKOW, VAUGHAN and CO. The *Bushmills* arrived at Middlesbrough on January 13, the six monthly payments up to December 19 had been paid, and on January 19, as the cargo was not discharged, another payment was due. The owners of the ship claimed a whole month's hire. TONNELIER, however, calculating that the *Bushmills* would finish her discharge by January 28, tendered a sum representing the hire up to and including January 28. The tender was refused by the owners, and the master exercised his lien on the cargo, and declined to continue the discharge. The plaintiffs thereupon moved for an injunction to restrain the defendants from exercising their lien, but on the plaintiffs paying 709*l.* into Court the defendants undertook to continue and complete the delivery, and the case was thereafter fought out to see which party had taken a wrong view of his rights, as presumably that party would have, at all events, to pay the costs of the law proceedings. Mr. Justice MATHEW held that the shipowners were wrong in attempting to enforce prepayment of the whole month's hire, the meaning of the charter being that the charterer was only bound to pay in advance the amount of freight which would become due during the month, and he gave judgment, therefore, for the plaintiffs, with costs. An appeal followed and was heard before the Master of the Rolls and the Lords Justices, with the result that Lord Justice A. L. SMITH was in favour of affirming the judgment of the Court below, but, the Master of the Rolls and Lord Justice RIGBY being of the contrary opinion, the appeal was allowed. There was a good deal to be said for each view of the case. As Lord Justice SMITH said, it did not appear to be a business arrangement for the shipowners to be entitled to have paid to them upon the commencement of the last month the full monthly sum of 709*l.*, when "it might be obvious "and known to all that, except for an unforeseen accident, the ship "would be handed over to them upon the very next day." We are bound to say that it does not appear to us either that this would be a business arrangement. On the other hand, we certainly

think the majority judgment of the Court of Appeal is right. It is pointed out truly enough in that judgment that neither the charterers nor anyone else could say for certain that the ship would be delivered up on a particular future day. If it were to be assumed from the charter that the shipowner was entitled to be paid on the first day of the last month only the amount which would become due during that month, how could it possibly be told what this amount would in fact be? The time might be guessed and the amount estimated, but the guess and the consequent estimate might be wrong, and the result would then be that the shipowner would not have got even what Mr. Justice MATHEW said he was entitled to have; the result would be, as pointed out by the MASTER OF THE ROLLS and Lord Justice RIGBY, that the shipowners might then be driven to an action to recover the balance of their freight. It can hardly be assumed that the shipowners intended to put themselves in such a position. By failing to provide for an almost certain contingency the parties have incurred a good deal of unnecessary trouble and expense. In itself the case is not of any great interest, for fortunately, as Lord Justice A. L. SMITH said, "the charter is not in form commonly adopted," but it does afford an object lesson of the necessity for more care in settling charter-parties, from which a warning may be taken, and it is more particularly for this reason that we call attention to the case.—*August* 13.

FLYING FLAGS.

SIR,—Will you kindly reply to the following question. Can a Royal Standard be hoisted on a church at any time?—Yours, &c.,
Oct. 28, 1897. ENQUIRER.

[We know of nothing to prevent a Royal Standard or any other flag being hoisted on a church at any time.]

FORESHORE.

SIR,—Can you inform me what is the legal definition of "foreshore"? The only definition I can find anywhere is "the *sloping* part of the seashore between high and low water marks." Take as an instance a harbour which, owing to the great rise and fall of tide, dries out at low water springs. Is the bed of this harbour included in the foreshore? It is not a *sloping* part of the shore; is it shore at all? And can any authority prevent the taking away from this harbour bed sand which is rapidly silting it up, being washed in from the outer channel?—Yours, &c.,
Sept. 18, 1897. INQUIRER.

[It is, we should have said, a physical necessity that any part of the land which dries between high and low water should be "sloping," although the slope may be slight and irregular. The word, however, is not a recognised part of the definition of "foreshore" or "seashore." Foreshore is defined in the Crown Lands Act of 1866 (under which the management of the rights and interests of the Crown in the foreshore was transferred to the Board of Trade) as "the shore and bed of the sea, and of every channel, creek, bay, estuary, and of every navigable river of the United

Kingdom, as far up the same as the tide flows." More strictly defined, the seashore or foreshore is that portion of the land adjacent to the sea which lies between high and low water mark at ordinary tides. The Authority which—under Act, grant, or charter—exercises the rights which *primâ facie* are vested in the Crown over any particular part of this area can certainly prevent the carrying away of the soil there.]

FREIGHT.—LIEN.

SIR,—When a charter-party stipulates for payment of a portion of the freight on arrival of a vessel with inward cargo, can the master legally refuse to commence discharging until the said freight is paid, and claim demurrage for time lost in waiting for the payment pending commencement of discharge? Would the same law apply to the remaining unpaid freight when due, and to detention in waiting to commence discharge through late presentation of bill of lading?—Yours, &c.,

August 12, 1897. NEMO.

[If part freight is made payable on arrival of the ship the master would be entitled to refuse to discharge before the payment was made, but he could not claim demurrage for the delay pending payment. It would be the same as to the rest of the freight. Delay through late presentation of the bill of lading might give a right to demurrage.]

FREIGHT, LIEN, AND DEMURRAGE.

SIR,—My charter states:—Rate of freight, all in British sterling, for each and every quarter of 480 lb. English weight delivered, in full of all port charges and pilotages, to be paid on unloading and right delivery of the cargo, in cash if in United Kingdom, &c. I am now discharging in England, and as the receivers of the cargo are much behind with payment of the freight I have laid lien on the cargo, which, of course, is a good security; but as my freight is earned and I want ready money have I no way of enforcing this? For instance, can I not stop the discharging and make receivers responsible for demurrage if not discharged in time, and sell by public auction after a certain time sufficient goods to cover my amount of freight due? I shall be very pleased if you will give me your valuable opinion as to the best course to adopt to enforce ready money.—Yours, &c.,

February 12, 1897. STEAMSHIP MASTER.

[If the master stops the delivery to enforce a lien for freight he cannot make the receivers liable for demurrage for the time the ship is thereby lying idle, and he cannot sell the cargo himself. The statutory rights of the parties are defined in Sections 492-501 of the Merchant Shipping Act, 1894, which do provide (Section 497) for a sale in certain circumstances. The common law right is merely a right of lien; that is to say, to hold the cargo simply.]

FREIGHT.—TIMBER MEASUREMENT.

SIR,—I arrived with a cargo of sawn pitch pine timber, and my vessel is already unloaded. The receiver is at the same time my consul and also my broker. The cargo has been measured out, and it has been proved that the number of feet as specified in the bill of lading have been delivered. Now the receiver maintains, on the contrary, that, as regards cubic capacity, 667 cubic feet are wanting. The cubic capacity is reckoned for each balk separately, but fractions are in no case considered; for instance, if a balk contains 24 11-12 cubic feet, the same is only reckoned as 24 cubic feet; in this way I lose, on an average, half a cubic foot on each balk. My charter-party says: Freight to be paid per St. Petersburg standard hundred of 165 cubic feet delivered, calliper measure, as customary at port of discharge. Can it be expected, upon the basis of this clause, that I should bring over, on an average, half a cubic foot in every balk for nothing? This would constitute in my cargo, consisting of over 1,500 balks, more than 750 cubic feet, or 4½ standards approximately.—Yours, &c.,

MASTER.

[The whole trouble arises from making freight payable according to measurement "as customary at port of discharge." We cannot assert what is customary at any particular port. It is always a matter of proof and generally of opinion, and opinions differ.]

FREIGHT.—WHEN PAYABLE.

SIR,—Kindly inform me through your honoured paper how in England the freight may be claimed payable when a charter contains the following clauses:—(1) "Freight "4s. per quarter of 480 lb. delivered . . . at current rate of exchange for short sight "bills on London. (2) Freight payable on unloading and right delivery of the cargo." The dispute is in Lisbon. Discharging takes place as follows:—The merchant receives the cargo (grain) in his own bags on steamer's deck, whereupon every fifth bag is weighed by the Custom House. I am of the opinion that the freight is claimable day by day on the quantity weighed. This, however, is disputed, and it is opinioned that, according to such a charter, the captain can only claim his freight after right and true delivery and weighing of the whole cargo. Please answer this question carefully, as I intend putting forth your opinion before the authorities at this port for future occasions.—Yours, &c.,

Lisbon, January 21, 1897. K.

[Where freight is payable on "right delivery of the cargo," delivery of cargo and payment of freight are to be concurrent acts; the master cannot claim prepayment of freight, and the merchant cannot claim delivery before payment. Each side is entitled to see that the other does his part. The master is within his right in insisting upon payment as the cargo is being discharged, and from day to day. See "Paynter *v.* James" (L.R., 2 C.P., 348); "Black *v.* Rose," 2 Moore's P.C. Reports (N.S.), 277, *Maritime Notes and Queries*, Vol. IX, p. 77, &c.]

HARBOUR AUTHORITIES' RESPONSIBILITY.—PROVIDING TUG.

The decision of the Court of Appeal in the case of the *Ratata* throws a heavy responsibility upon the Corporation of Preston, as the harbour authority of the port, and will probably cause some anxiety to the authorities at other ports. The circumstances, however, in the Ribble are peculiar, and possibly the decision will, even if it stands, be treated as applicable to the particular case, and not as of much import beyond. The *Ratata* was on a voyage from Shediac to Preston with a cargo of timber. She arrived at the Bog Hole, at the entrance to the Ribble, and lightened preparatory to proceeding up the river to Preston Dock. The usual course seems to be for the Corporation to provide tugs free of special charge, and in this instance tugs were so provided both for the *Ratata* and for some other vessels also going up to the dock. Several ships went up in a string, one, the *Amal*, in tow of the tug *Vixen*, preceding the *Ratata*. If they had all kept on at the speed anticipated the difficulty would not have occurred, but the speed of the *Vixen* fell off owing—as, at least, it was found in the Admiralty Division—to bad stoking, and in consequence the *Ratata* and her tug were so delayed that by reason of the fall of tide the *Ratata* took the ground and sustained damage. The owners of the *Ratata* thereupon sued the Preston Corporation for some 1,800*l*. The President of the Admiralty Division gave judgment for the defendants, on the ground that they had given no guarantee, and they were not answerable to the plaintiffs for the efficiency of the

Vizen or her crew. The Court of Appeal, however, have taken another view of the case. All the judges in the Court of Appeal seem to have considered that although there was no guarantee that the *Ratata* should safely come up to Preston on the one tide the Corporation did nevertheless contract that they would use reasonable care that the tugs supplied should be efficient for the purpose in view. There was no doubt what this purpose was; it was that the vessels should get up to Preston on the one tide, and each vessel and her respective tug apparently could have got up on the tide, so that the decision is to the effect that there was a contract to use reasonable care, not that each tug should be efficient for its own work but efficient to such an extent that it should do its work so well that it should be up to time and not prejudicially delay a following vessel. This is an assumption of a contract of a somewhat serious nature, but considered as a matter of principle it does not seem unreasonable. The difficulty we feel is the application of the principle to the case and to other analogous cases. If a tug insufficient in horse-power had been supplied it is easy to assent to the proposition that the Corporation had failed to fulfil the implied contract, and it would be so if the inefficiency was due to the obvious incapacity of the crew. It does not seem clear, however, why the tug is to be considered inefficient which loses time simply through bad stoking. That may be temporary carelessness and nothing more. We should have thought that such carelessness was not a matter which rendered the tug inefficient. The Corporation may have contracted to be liable for negligence or carelessness of their servants, but that is not the point apparently. They were found liable for not taking reasonable care, and how any amount of care would have prevented the crew of the tug neglecting their work it is difficult to see. In one of the judgments the hypothetical case is put of the tug being supplied with her whole crew dead drunk, and the question is asked whether she would not then have been inefficient. That may be conceded, and it may be at once admitted that such inefficiency could and should have been guarded against by reasonable care on the part of the authorities providing the tug. It is, however, a totally different case where a crew are in fact competent but fail in their duty. Possibly, however, the explanation of the decision is that the defendants did not prove affirmatively that the cause of the delay was not the inefficiency of the crew, but their temporary dereliction of duty. If so, the decision can be easily understood; but if this is not the explanation we think the decision goes beyond previous authority. As a stay of execution

was asked for, there seems some prospect of an appeal, and, if so, the result will be of some general interest. The decision as it stands at present is hardly satisfactory.—*March* 12.

HAYLE PILOTAGE.

SIR,—The port at Hayle is not a compulsory pilot port. Hence a master of an ordinary coaster is not compelled to take a pilot, provided he has no passengers on board. We have a licensed pilot in Hayle, and also several at St. Ives. If a steamboat, which is in the habit of trading to Hayle, meets the Hayle pilot (who is a perfectly competent man) and does not take him, say, ten miles from Hayle, having no passengers on board, and not being compelled to take a pilot, would it be right to pass him by and afterwards to take a St. Ives pilot? Would not the man who hailed the boat first have the right to claim pilotage?—Yours, &c.,

Hayle, Sept. 3, 1897. W. P. T.

[It is not correct to say that Hayle is a non-compulsory pilotage port. St. Ives and Hayle form a Trinity House pilotage outport district, and in such district the pilotage is compulsory. The vessel, however, being a coaster not carrying passengers, is exempt. She need not take a pilot at all, but she must not employ an unqualified pilot after a qualified pilot has offered to take charge. If the St. Ives pilot is qualified to pilot the vessel into Hayle the master is entitled to take him, but after refusing the Hayle pilot he must not take assistance from an unqualified man.]

HIRE OF VESSEL—DAMAGE TO GOODS.

SIR,—A person hires a boat (not registered as a carrier) for the conveyance of certain goods, he (the hirer) providing working hands for the special occasion. Some of the hands actually employed by him are in the employment of the owner as day labourers, but are allowed by the owner to accept the hirer's employment for the occasion, along with others who are employed by the hirer, and who are to take charge. The boat is brought back to the harbour, and is left during the night without anyone in charge. A storm came on and she was sunk. The goods were damaged, and also the boat. In these circumstances who is responsible, the hirer or the owner, for the damage caused to cargo and vessel? The sinking of the vessel could easily have been averted if the hirer had discharged part of the cargo when the boat returned. The hirer contends that, part of the crew being in the employment of the owner, the owner is responsible for the damage. The owner's contention is that, all the men being in the employment of the hirer, and having to be paid by him, he cannot be held responsible for the damage.

Nov. 27, 1897. M.

[If there are no further material facts than those stated, the owner of the vessel is not responsible for the damage to the goods. It is immaterial that some of the crew were at other times in the employment of the owner. It appears rather that the hirer is responsible for the damage to the vessel.]

IN TURN.

SIR,—Can the Garston Dock Company keep vessels detained after they are booked, and take on steamers and dispatch them, they only arriving the day before? Vessels arrived and booked the week previous, their charter stating ship to be discharged in turn. There are twelve vessels in same condition as mine.—Yours, &c.,

May 24, 1897. T.

[It is always a question what is meant by "in turn." At some ports, in a sailing ship's charter, it means in turn with other sailing vessels, steamships being given the preference, and we believe it is considered to be so at Garston.]

INSURANCE.—STRANDED.

SIR,—A vessel takes in a perishable cargo; the said cargo is insured under three heads—lost, stranded, or burnt. The vessel duly arrives in her port of discharge and is berthed. After laying in the said berth she is ordered to move; consequently, being on the ebb tide, she took the ground and grounded across her dock, and on the flood tide she made a considerable quantity of water, causing very serious damage to the said

cargo. In the policy of insurance there is a clause thus: The underwriters are responsible for the cargo until it shall be safely landed. The underwriters were written, and they wrote for all particulars and all documents, which were furnished them to their satisfaction, but they want to shift the responsibility on to some other party. Will you let me know if I am right in pressing my claim against underwriters? I had nothing to do with the berthing of the vessel; it was done between the port authorities and the captain.—Yours, &c.,

Jan. 22, 1897. A MERCHANT.

[The question seems to depend upon whether or not the vessel "stranded" within the meaning of the policy. It looks as if she did, as the ground was not taken in the ordinary and usual course, but it was an accidental occurrence. There may have been negligence, but the underwriters appear to be liable.]

JURISDICTION OF COUNTY COURT.

An Admiralty Divisional Court sat last week to hear an appeal in a case of some importance to shipmasters. The master of the *County of Clare*, it was alleged, damaged certain goods in taking them on board, and also was negligent in not keeping a tally, and so signed for more goods than were placed on board, and the owner consequently had to pay 115*l.* as damages to the cargo owners. The owner thereupon brought an action against the master in the County Court of Liverpool to recover that sum. The County Court judge held that he had no jurisdiction to hear the case, and dismissed it, and the appeal was against this decision. It is perhaps rather remarkable that such an action has never before been brought in a County Court, though the reason may be that the opinion has been prevalent—and, as it turns out, the better opinion—that such an action would not lie. That there was at least some doubt, however, whether it could be tried there may be judged from the circumstance that in the recent text-book on County Court Admiralty Jurisdiction, by Dr. RAIKES and Mr. KILBURN, the very case has been suggested with a query whether the Court had jurisdiction. The question depended upon the interpretation to be given to a clause of the Act of 1869, which is to the effect that the Court shall have jurisdiction "as to any claim arising out of any agreement made . . . . "in relation to the carriage of goods in any ship, and also as to "any claim in tort in respect of goods carried in any ship, pro-"vided the amount does not exceed three hundred pounds." It was argued, first, that this was an action "in relation to the carriage of goods," but the Court pointed out that this was not sufficient to bring the case within the first part of the clause, as it refers to an "agreement made in relation to," &c. Whatever such agreement was, it was certainly between the shipowner and the cargo owner or shipper, and the master was no party to it.

The agreement with the master was quite a different matter; that was to fulfil the duties of master for certain wages. The action was obviously for breach of part of such duty. The next contention was that it was a claim in tort. This is a more specious argument, for a breach of duty may be a tort, which after all is only another word for injury. The Court held, however, that the case did not come under this second part of the clause, and the decision seems quite justified. The tort referred to must be in respect of goods carried; such a claim, indeed, as the owner of goods who had suffered injury in respect of his goods might have made against the master who had done the damage. The injury to the shipowner is quite different. The injury to him was not in respect of goods at all, but in respect of the master not properly fulfilling his duty which he undertook to his employer to perform. If it was a tort at all, it was a tort not in respect of goods carried, but in respect of breach of duty—no doubt a technical distinction, but a substantial one nevertheless. The Court, at all events, had no doubt in the matter, and without calling upon the defendant dismissed the appeal, and it is difficult to see how it could have done otherwise. At the same time there is something which strikes one as being very illogical about the statutory jurisdiction in such a case. If the master had brought an action for his wages in the County Court, which he could very well have done, the shipowner could, it appears clear, have counter-claimed against him on the very ground upon which this action was brought. Under Section 167 of the Merchant Shipping Act of 1894 it is enacted that "if in any Admiralty proceeding "in any Court having Admiralty jurisdiction, touching the claim "of a master in respect of wages . . . any counter-claim is set "up, the Court may enter into and adjudicate upon all questions and "settle all accounts then arising . . . and may direct pay-"ment of any balance found to be due." The words are wide; it is "any" counter-claim—quite general enough, apparently, to cover any legal claim, and a claim for breach of duty is a well-recognised foundation for an action. However, statutes are not necessarily logical, and statutes conferring jurisdiction are very far from being so. Whether the want of jurisdiction of the County Court to hear such a claim as that brought against the master of the *County of Clare* is to the advantage or the disadvantage of shipmasters is a matter of doubt. Our own view is rather that it would be better for all parties that any case which comes within the County Court limit, and which is based on legal liability, should be triable in the County Court.—*May* 12.

LIMITATION OF LIABILITY.

It may be considered perhaps early to begin amending the Merchant Shipping Act of 1894—that successful, though necessarily cumbersome, effort to produce in one statute the forty-eight legislative enactments relating to Merchant Shipping which existed at the time. Still, it may be remembered that the Act was simply a consolidating and in no way an amending statute, and in passing it Parliament had not the intention of expressing approval of all it contains. Certainly in some respects it may well be improved, and shipowners will be quite justified in taking any early opportunity they can in pressing on some of the more needful alterations. It may not be out of place for us to suggest from time to time some amendments which may be fairly advocated. There can be little doubt that the provisions relating to limitation of liability should be materially altered. In two respects at least they do not give to shipowners the protection which there is reason to believe was intended. We refer first to the unlimited liability of the shipowner for damage caused by the bad navigation of his ship to persons or property other than another vessel, her cargo, crew or passengers, and the cargo on his own ship. Notice was drawn to the fact that there was still this unlimited liability by the case of the *Harold*, which carried away some lower lock gates in the Manchester Ship Canal, and widespread disaster was only averted by the lockkeepers having providentially just closed the upper lock gates. That damage, however widespread it might have been, could not have been brought within the terms of the limitation section. It is so also with regard to damage to docks, piers, bridges, telegraph cables, or any other objects or person not connected with a ship. Secondly, we would refer to the unlimited liability of the owner of a ship before it has been registered. A vessel may not be registered, and may not be in a state to be registered for some time after she is launched, although she may be quite capable of doing serious damage. Whatever damage is so done is outside the section. The section (Merchant Shipping Act, 1894, Section 503) gives the right to limit to the owners of a "ship, British or foreign," and although "British ship" might be accepted to be a term wide enough to include any sea-going craft, it is clear from Section 2 and Section 508 that it refers only to a registered vessel. Section 2 says that if a ship required to be registered is not registered she is not to be recognised as a British ship. Section 508 is to the effect that nothing in the part of the Act which includes Section 503 shall be construed to extend to

any British ship which is not recognised as a British ship within the meaning of the Act. The danger is not by any means imaginary. In the case of the *Andalusian* (3 P.D., 182) owners were placed in this very unsatisfactory position. The *Andalusian* was in the act of being launched in the Mersey when she ran into the *Angerona*, which was being towed down the river. Serious damage was done to the *Angerona* and her cargo, and the owners of the *Andalusian* claimed to pay into Court the 8*l.* per ton, about 14,000*l.*, and have their liability limited to that amount. After an elaborate argument, however, the Court held that the statute did not apply to the case of an unregistered British ship, and this decision has never been questioned since. It is a particularly hard case, inasmuch as the owners of any foreign ship can limit their liability under the statute. Apparently this is quite irrespective of whether the foreign ship has or has not the foreign register. If so, as the owners of foreign ships were given this privilege obviously to place them on equal terms with British shipowners, they have got from our Legislature more than was intended, their position being better than that of English owners. It would seem manifestly unfair that the owners of a Dutch vessel which, while being launched in the Maas, sank an English vessel, could limit their liability under the English statute, while if an English vessel while being launched in the Mersey sank a Dutch ship the English owners could take no advantage of the statute. There ought not to be much difficulty in getting Parliament to make the proper corrections in the statute, but shipowners should see that their representatives are kept properly cognisant of the necessities of the case.—*January* 28.

LOSS OF BULLION.—WARRANTY OF SEAWORTHINESS.

That a shipowner is liable for loss of or damage to cargo caused by the unseaworthiness of the carrying ship is perfectly well known. It is an implied term of the contract by the shipowner; in other words he "warrants" that his vessel shall be seaworthy, and this has been an admitted principle of the law of affreightment for very many years. It is easy enough to state the proposition, but to give a clear definition of the warranty is not so simple a matter. At one time it was considered sufficient to say that the duty was "to provide a vessel tight and staunch, and furnished with all tackle and apparel necessary for the intended voyage," and this definition is still to be found cited in the text books, although it is manifestly now out of date and insufficient. The idea originally was that the shipowner should be held bound to

provide a vessel fit to withstand the ordinary sea perils which might be anticipated on the intended voyage. The warranty has, however, now got to mean a good deal more than this. The vessel must be not only in a fit state to meet the dangers of the elements, but she must be fit for the intended purpose, and she must be "reasonably suited to carry the particular cargo" ("Stanton *v.* Richardson," 3 Asp., 23). If a ship chartered to carry cattle is infected with the germs of foot-and-mouth disease, or if a ship chartered to carry frozen meat is not properly fitted with refrigerating machinery and so forth, there is a breach of the warranty. How far the principle can be carried still seems uncertain, to judge from a case which came before Mr. Justice MATHEW last Tuesday—the extraordinary case of the theft of five thousand sovereigns from the Peninsular and Oriental liner *Oceana*. Fifty thousand pounds in bullion, in ten boxes, was shipped at Port Jackson to be carried to London, and somewhere on the voyage one of the boxes was broken open and the contents stolen. An action for damages was subsequently brought by the shippers, the Queensland National Bank, to recover the loss, and the Court was asked to decide first the preliminary question of law, whether under the implied warranty of seaworthiness the shipowners were bound to see that the bullion-room in which the bullion was stowed was so constructed as to be reasonably fit to resist thieves. It was assumed, for the purpose of the argument, that there was a bullion-room on the ship, that the bullion was shipped with the knowledge that there was such a room, and that the room was defective. Of course, these were only assumptions made for the purpose of raising the point of law. The plaintiffs set up the alleged warranty on the ground that the vessel was bound to be fit for the carriage of the particular cargo, and that being specie she must be fit, having special regard to the particular danger to which specie was liable—that is, the danger from thieves. The defence was certainly bold, having regard to the cattle and frozen meat decisions. ("Tattersall *v.* the National Steamship Company," 12 Q.B.D., 297; "Owners of Cargo on Ship *Maori King v.* Hughes," 1895, 2 Q.B., 550.) It was to the effect that there was no obligation on the owners of the *Oceana* to have a bullion-room at all, or to place the specie in any such room, or to do more than to use a reasonable amount of care. It is hardly surprising to find that the judge refused to accept the defendants' suggestion, and held that the ordinary warranty that the ship should be fit to carry the cargo to its destination included in this case of the carriage of specie the obligation that the bullion-room, which there in fact

was, should be capable of resisting thieves. It does not follow that there is in every case a warranty to provide a bullion-room. Specie might be sent on some short voyage, by a small craft, which had not, and it was known had not, a bullion-room, and obviously there would not then be any such warranty. We certainly think, however, that any judge would hold that where, in the ordinary course of trade, a big steamship carries a large sum of bullion there would necessarily be a warranty that she should be fitted with a bullion-room, and that such bullion-room should be reasonably fit to resist thieves. Probably there would be the same warranty even if it were an exceptional shipment. There can hardly, we should have thought, be any doubt that where there is a bullion-room provided it is part of the obvious warranty that such room shall both be used and be fit for use.—*July* 10.

LOSS OF LIFE CLAIMS.—LAW APPLICABLE.

The decision of the Court of Session in the action of "Kendrick and others *v.* Burnett and others," is a little difficult to understand at first sight, but as it enunciates a principle of some importance it is worth taking trouble to get a clear understanding of the case. In April of last year a serious collision took place in the Irish Channel between the barque *Firth of Solway* and the steamship *Marsden*. Nine persons were drowned and others injured, and the action was brought by the plaintiffs against the owners of the *Marsden* to recover damages—nearly ten thousand pounds—in respect of the loss of their relatives. The action was brought in Scotland, the plaintiffs having arrested the *Marsden* in a Scotch port, and the particular question which had first to be determined by the Court was whether the rights of the plaintiffs should be decided by Scotch or by English law, the parties being all English, and the collision having taken place on the high seas. The plaintiffs said they were entitled to claim under the law of Scotland; the defendants said the rights and liabilities of the parties must be decided upon English law. The first difficulty is to see what difference it made which law applied. We are so accustomed in England to claims for loss of life in collision cases under Lord CAMPBELL'S Act that it is not easy to see why the plaintiffs were not satisfied to rely upon English law. The explanation, however, is this. The action was brought not to recover simply the pecuniary damage sustained by the plaintiffs through the loss of their relatives, but also, and in one case solely, for the loss of the relatives irrespective of the pecuniary damage. Neither under Lord CAMPBELL'S Act nor under English Common

Law can damages be recovered for a simple bereavement of relatives. Under the law of Scotland, however, where an action is brought for damages for loss of a relative a sum for *solatium* for wounded feelings can be recovered. From this it will be seen that it was of great importance to see which law governed the rights of the parties. If Scotch law, the plaintiffs could recover damages under both heads; if English, the damages would be limited to the actual money loss. In the Outer House—the inferior Court—the judge decided that the remedy had to be determined by *lex fori*; that is, the law of the country where the action was tried. The Court of Appeal, however—the First Division of the Court of Session—came to a different conclusion. Of course, in any such case there are several alternatives, some of which, however, may be coincident as to the law applicable. It may be the *lex fori*, it may be the *lex loci delicti*—the law of the place where the wrong was done; or, on the other hand, the law of the country to which the parties belonged; or, last, the law of the flag. In this case no one seems to have suggested the law of the flag, probably because, although one vessel was English and the other Scotch, their flag was the same. There was no *lex loci*, as the collision took place on the high seas, to which no particular municipal law is specially applicable; and the question discussed was whether the law of the parties (English) or the *lex fori* (Scotch) applied. In determining the point the Court remarked that the question was not one of the remedy, but whether a right existed or not to found an action. In other words, it was not the amount of the damages recoverable, which might well be decided according to the law of the tribunal, but it was whether the plaintiffs had a right to claim at all—that is, for sentimental damages. It does seem reasonable to hold that this must depend upon the law common to the two parties. It would be a curious state of affairs if by reason of some act of an Englishman, A, in England, which gave no right of action against him to another Englishman B, in England, B could successfully sue A in Scotland, relying upon Scotch law. This is a case which the Court put, and it seems very much in point. True, in the particular case the place where the wrong was done was on the high seas, and presumably therefore not in England; but, as it was pointed out, there was no special law of that place, and in estimating the effect of the wrongful act there was no law to which to appeal as defining the rights of the parties but the law of the parties themselves. As it was said in the judgment, "no element existed to "deflect the mind from the irresistible conclusion that the law

" common to the two parties must determine whether the act gave " rise " to the claim. Sensible, however, as it may seem to look to the law common to the parties as the law to be invoked, it is rather a novel principle upon which to act, unless—and there would be nothing unreasonable in considering that—this law of the parties must in the absence of any special law be taken as between them to be the *lex loci*. If so, the decision seems clearly right. Where there is a conflict of law the *lex fori* governs the " forms of remedies and the order of judicial proceedings," but not the "merits and rights involved," which are usually determined according to the *lex loci*—the law of the place where the act took place out of which the claim arose. This is the ordinary rule, and we think it can, without undue straining, be made to apply to the *Marsden* case, and to justify the decision of the Appellate Court.—*November* 19.

LAY DAYS.

SIR,—Will you kindly favour us in your columns with your opinion on the following? A brig, 860 tons deadweight, arrived at our discharging wharf on the 6th inst. with nine days for discharge. We could easily get her out with nine consecutive days' work, and commenced discharging at 6 a.m. on 7th, but at mid-day a small steamer arrived to load at same berth, and brig had to move to let her take the wharf berth, and owing to crane in loading steamer taking a sweep of her whole length, except bridge, brig could not be worked across the steamer's deck. This steamer occupied berth for twenty-four hours and left, and another arrived immediately, and brig had to keep off and allow this steamer also to occupy wharf berth, which she does for two and a half days, and is then shifted to another wharf, more convenient for her discharge. With captain of steamer's permission we worked brig across his deck the second day, but were not able to the first, as she lay so far off. The two steamers have caused us to lose two days. Can brig claim to calculate these two days as part of her nine lay days, or are we entitled to two other days in their stead? Also, can vessel lying outside steamer be considered in a proper wharf berth, and can we be compelled to work her across steamer's deck?—Yours, &c.,

April 10, 1897. A. B.

[It is useless to expect a satisfactory answer on such a question when the charter-party is neither sent nor its terms given. All we can say is that if, as stated, the brig had nine days for discharging, the days lost would count as part of the nine days, unless there is some term in the contract from which it can be gathered that the time lost is not to count.]

LAY DAYS.

SIR,—I arrived here on the morning of April 5 with a cargo of coal, and at 9 a.m. moored in discharging berth. Notice of readiness to begin was immediately handed in, and work was commenced at 1 p.m. The clause in the charter-party *re* discharging reads as follows: "The vessel to be delivered as fast as she can discharge " per working day, weather permitting (Sundays and holidays, riots and strikes, " accidents, frosts, floods, bad weather, and all other hindrances beyond merchants' " control, or the consequences thereof, excepted, and the time for discharging to count " from the vessel being reported at the Custom House and ready to deliver, according " to laws and customs of port of discharge), and if the steamer is not dispatched within " the stipulated time, demurrage, at and after the rate of —— per hour." My vessel has four large hatchways, at each of which a powerful winch is placed. Gear was rigged to admit of eight gangs working, viz., two at each hold, but the merchant supplied only men sufficient to keep five gangs going, and we have been unable to work any more; also frequent stoppages taking place for want of lighters or trucks; and after

five and a half days' work there has only been 1,904 tons discharged. I have repeatedly written to the merchant complaining of the slow manner in which he was receiving the cargo, and on April 7 wrote him to the effect that I would hold him responsible for demurrage at the stipulated rate if the vessel was not discharged by Saturday night, April 10. This morning I served him with a notice, claiming to-morrow as first day upon demurrage. As my vessel carries about 2,850 tons of cargo, the rate of discharging I allowed him was about 470 tons per day, but he claims the custom of the port, viz., 300 tons, also claiming exemption through being unable to get men, but this latter reason I know to be incorrect. A similar steamer arrived here the same time as myself, and completed discharging early yesterday afternoon.—Yours, &c.,

Dantzic, April, 1897. SHIPMASTER.

[The vessel was to be discharged not according to the custom of the port but as fast as she could discharge, and if she was not so discharged demurrage ought to be payable, and, as far as we can see, would at least by English law be so payable.]

LAY DAYS.

SIR,—We should be glad by your kindly informing us, through the medium of your columns, what, in your opinion, would be a reasonable average daily rate of discharge during the present month for a steamer under the conditions of enclosed charter-party.—Yours, &c.,

Aug. 16, 1897. SUBSCRIBERS.

[Under the charter-party the vessel was to be discharged not at a "reasonable rate," but "with the customary steamer dispatch of the port, and in the ordinary working hours thereof," with a long list of days and circumstances in which time is not to count. It would be quite useless our expressing any opinion as to what would be a reasonable rate of discharge, and impossible for anyone to do more than guess at what would be the proper rate under the charter-party.]

LAY TIME.

SIR,—We enclose you a copy of charter-party. Kindly give your opinion through your valuable paper what time should we begin from, viz.: Arrived at merchant's wharf at 12.15 a.m. (midnight) of December 24; also your opinion when the twenty-four hours expires.—Yours, &c.,

Dublin, Jan. 18, 1897. SUBSCRIBER.

[The vessel was chartered for "Dublin" and was to discharge in "twenty-four running hours," no time being specified for the commencement of the time. The time would commence when the vessel arrived, not at Dublin anywhere, nor at the merchant's wharf, nor at a berth, but at that part of the port where such a cargo as she carried was usually discharged. At the same time the following day the twenty-four hours would expire. It seems clear that this is the proper interpretation of the contract.]

LIABILITY OF OWNERS FOR GOODS SUPPLIED.

SIR,—A captain of a steamer sends an order for charts and nautical works, implying that his owner has given him permission to do so. On the goods and invoice being sent the owner repudiates the matter, stating his captain had no authority for placing the order. Would you kindly let me know if the owner can be made responsible for the acts of his servant?—Yours, &c.,

London, Dec. 28, 1897. ANXIOUS ENQUIRER.

[The charts and books having been supplied to the master upon his order, and not the owner's, the owner can only be made liable if it can be established that the order was given on the authority of the owner and credit was given to him. If it can be shown that the goods were absolutely required, and that the master had no funds to pay the account, the owner might be made liable, notwithstanding his denial of express authority; otherwise there seems little chance of making him responsible.]

LIFE SALVAGE.

SIR,—Supposing a vessel to be in distress in mid-ocean. One vessel and men take away the crew and leave the vessel. Then comes another ship and takes the vessel in tow, and takes her to port. Would the first vessel (the one which rescued the crew) have any claim to salvage if they put in a claim; or would the crew of the vessel which saved the ship and cargo receive all the salvage of the ship and cargo?—Yours, &c.,
Scarborough, January 14, 1897. R. B.

[Under the old Admiralty law, apart from statute, salvors of life only had no claim for remuneration. Now under the statute (Merchant Shipping Act, 1894, Section 544) life salvors, even if they have not saved any property, have a claim for salvage if any property—"vessel, cargo or apparel"—is saved, either by other salvors, or in any other way, but only if the services were rendered wholly or in part in British waters, or if the vessel from which the persons were saved was a British vessel.]

LIGHT DUES, &c.

SIR,—Will you kindly give your opinion on the following? A vessel leaves a port in the Mediterranean with a cargo of salt for St. John's (N.F.). Through stress of weather she is driven back to a port in the English Channel, and will proceed on her voyage again so soon as sails are repaired, &c. Is she bound to report to Customs and pay light dues, cargo being undisturbed?—Yours, &c.,
March 10, 1897. MASTER.

[We should say that the master is bound both to report and pay the light dues.]

MARINE INSURANCE.—COLLISION.

The full meaning of the word "collision" is so obviously doubtful that one hardly expects to find it standing alone in a policy of insurance without some term of explanation or limitation. It may mean simply collision between two vessels under navigation, and nothing more, or it may include violent contact between the particular vessel and some other obstruction—wreck, pile, pier, iceberg, or what not—floating or sunk, fixed or moving. It certainly seems particularly careless to use such an ambiguous word without explanation, but it so appeared in a policy of reinsurance upon which the recent action of "Chandler *v.* Blogg," in the Commercial Court, was founded, and it may be well, therefore, to draw attention to the case. Legal proceedings arising out of unusual circumstances can hardly be avoided, but there seems no need for business men to lay themselves open to litigation through using slovenly or insufficient expressions in the contracts into which they enter. The plaintiff had underwritten a policy of insurance on the steamship *Newburn*, and he reinsured part of the risk with the defendant, the policy of reinsurance being subject to the same clauses and conditions as the original policy, but only covering claims for loss and (or) damage done and (or) received through "collision." The *Newburn*, while swinging off the Regent's Canal, struck with her port side the sailing barge *Lizzie*, which had just been sunk by another steamship. The *Newburn* received considerable damage, though the *Lizzie* seems to have

been little hurt, as she was raised subsequently in a sufficiently sound condition to sail to Faversham, her home port. The plaintiff had to pay at the rate of about 20 per cent. of the value of the *Newburn*, and thereupon claimed upon the policy of re-insurance. The defendant set up the defence that the loss was not caused by a "collision" within the meaning of his contract. His contention was that the word "collision" when used by itself in a policy only meant the coming into contact of two navigable objects, and that the barge, being at the time at the bottom of the river, was not navigable. The plaintiff, on the other hand, submitted that "collision" applied not only to the impact of a moving vessel with another moving vessel, but also with a stationary object. Mr. Justice BIGHAM curiously enough accepted the definition of collision put forward by the defendants, apparently not agreeing with the plaintiff's contention, but gave judgment nevertheless in favour of the plaintiff. Collision arose "out of "the circumstance of two things which could be navigated coming "into contact," but the *Lizzie*, he said, though not navigable at the moment, was a navigable vessel, and therefore the impact between her and the *Newburn* was a collision within the meaning of the policy, and he accordingly gave judgment for the plaintiff. We feel some difficulty in agreeing with either plaintiff, defendant, or judge. The general meaning of the word "collision" is the act of striking together, quite irrespective of the nature or circumstances of the colliding bodies—whether floating or sunk, moving or stationary, in water or on land—and the idea of navigability is wholly absent. Collision, in the strictest nautical sense of the word, is confined to impact between two ships, steam or sail. In a more general nautical sense it is a collision between a vessel and some other object in the water, not necessarily another vessel. Such a phrase as collision with an iceberg, for instance, is common enough. What the word means in a policy of insurance may well be a matter of very varied opinion. It is not likely that either insurers or insured would have the general definition in mind, and that may be left out of consideration. This seems to leave the choice between collision with a vessel in course of navigation, and impact with almost anything in the water. Why the general navigability of the object is taken as the test we do not quite see. Judicial authority affords little assistance, for the simple reason that in most cases underwriters have recognised the fact that the word by itself is of dubious meaning, and have added some more or less appropriate words of explanation. For instance, in the cases cited—in the "Union

"Marine Steamship Company *v.* Borwick" (1 Commercial Cases, 87)—the policy insured against "risk of loss or damage through "collision with any other ship or vessel, or ice, or sunken or "floating wreck, or any other floating substance, or harbours or "wharves, or piers or stages or similar structures." In the "Munroe" (L.R., 1893, P. 248) the clause was in almost exactly similar terms. In "Reischer *v.* Borwick" (L.R., 1894, 2 Q.B., 548), again, the clause ran, "collision with any object, including ice." It does not appear that reference was made to any direct authority on the meaning of the word by itself. Really it is a case which cannot be decided with any certainty. The only direct judicial interpretation which we can find is in the case of "Richardson *v.* Burrows," a special jury case tried at the Guildhall in 1880, when Lord COLERIDGE directed a nonsuit, on the ground that "collision" meant collision with another vessel, and did not cover impact with wreckage. On the other hand, Mr. OWEN, in "Marine Insurance Notes and Clauses," giving presumably the underwriters' view, says that "collision" in the F.P.A. and Collision Clause, standing without words of explanation, covers collision with an iceberg, floating wreck, or a buoy. The opinion is, indeed, noteworthy, as it is given in the face of the "Richardson *v.* Burrows" case to which Mr. OWEN refers. It seems to be based upon the substantial reason that where underwriters intend to limit the collision with ship or vessel they say so. It may be observed that Mr. OWEN, nevertheless, appears himself to introduce the limitation that the object struck should be floating. We are rather inclined to think that this is the real test. However, the decision in "Chandler *v.* Blogg" is now authoritative. Collision includes impact with another navigable object, whether at the time capable of being navigated or not, and whether floating or sunk. The decision should not be lost sight of, but instead of relying upon it the better course would be to state plainly in the policy what the parties mean, by adding appropriate words of limitation or explanation.—*December* 9.

MARINE INSURANCE.—CONSTRUCTIVE TOTAL LOSS.

In the case of the *Blairmore*, recently decided by the Court of Session, a rule of English insurance law was relied upon which has always appeared to us to be of an arbitrary and somewhat illogical nature, and we cannot help thinking that the particular case shows it to be so. For this reason, perhaps, it is as well to draw attention to the decision, as showing how strictly the rule is followed. The *Blairmore* was insured for 15,000*l.*, which may be

taken to be an amount materially exceeding her value. While moored in the bay of San Francisco, last April, the ship was struck by a squall and sunk. Tenders were invited for raising the ship, and an offer was obtained to lift her at a charge of 5,760*l.* The underwriters refused to accept the offer, and the owners of the *Blairmore* thereupon gave notice of abandonment. The underwriters then took the matter in hand themselves without accepting abandonment, and eventually raised her at a cost of 7,600*l.* The owners claimed the full insurance as for total loss. The underwriters denied that the vessel was a constructive total loss, and the Court of Session was appealed to to decide which party was right on these facts, and upon certain assumptions which presumably could be gathered from the pleadings. So far as it is material, the assumptions were that at the time notice of abandonment was first given the vessel was a constructive total loss; in other words, the owner would have been justified in not attempting to raise the vessel, the cost of so doing being presumably more than the real value of the vessel as raised. Secondly, that the vessel when raised was not, in fact, a constructive total loss, inasmuch as she could have been repaired for less, probably considerably less, than her value when repaired. The Court has decided that the plaintiffs, the owners of the *Blairmore*, were not entitled to claim as for a total loss, though they might, if they chose, bring another action and claim as for a partial loss. The importance of the distinction will be more easily seen if we refer to figures, which, however, must be more or less hypothetical. The cost of actual repair to the vessel was not stated, but for the sake of argument we will assume it to have been 4,000*l.*, and the real value of the vessel before damage, and also after final repair, to have been 9,000*l.* Of course these figures are imaginary, but they will serve the purpose. Then, obviously, the vessel when sunk was a constructive total loss, as, whichever sum was taken to be the cost of raising her, such cost, added to the cost of repairs, would exceed her value. Also, when raised, the cost of repairing her being 5,000*l.* less than the value when repaired, she was not then a constructive total loss. Now as to the liabilities. If the *Blairmore* was to be considered a total loss the owners would receive 15,000*l.*, the underwriters would pay 15,000*l.*, and would also be out of pocket the difference between the sum they chose to expend in raising and repairing the vessel, less her value, which would work out on our figures some two or three thousand pounds more. On the other hand, if the vessel was not to be considered a total loss, the owners would receive back the raised wreck, plus

the expense of repairing her, at most, or some equivalent to her total value of 9,000*l.*; the total loss to the underwriters would be at most the 7,600*l.* cost of raising and 4,000*l.* cost of repairs, a difference of some five or six thousand pounds to the underwriters. It will be noted that the underwriters would on our hypothetical figures, and probably did, in fact, spend more money in raising the vessel than the value of the wreck justified, but they did this to save paying the high valuation expressed in the policy, and if they did clear themselves from liability so to pay they saved themselves a considerable amount. Whether they were right or wrong depended upon which time was to be looked to when deciding the question as between total and partial loss. It might be thought that the material time was obviously the date when notice of abandonment was given; if so, the shipowners were right and the underwriters were wrong. It has long been held, however, in England, and the Scotch Court has adopted the English rule in default of there being any established rule of their own, that the material date is not the time when notice of abandonment is given, but the time when action is brought against the underwriters. As Lord MANSFIELD stated the doctrine in one of the old leading cases, the action of the assured "must be founded upon "the nature of his damnification as it really is at the time the "action is brought." That this is the accepted rule may be seen by noting the corresponding statement in the Marine Insurance Bill now before Parliament, which is stated to reproduce the existing law. Section 63, sub-section 11, is to the following effect:— "Where the assured has given a notice of abandonment which "has not been accepted the validity of the abandonment must be "determined with reference to the state of affairs at the time of "action brought." Really, the rule seems to have been admitted by the parties, but the attempt was made to limit the rule, apparently by confining the consideration of any alteration of circumstances between notice of abandonment and the bringing the action to anything that may have occurred by accident or by the action of third parties in improving the position of the ship, and not by extraordinary acts of the insurers themselves. In other words, it was argued that underwriters could not escape from their just obligations under a valued policy by operations of their own, conducted at exorbitant cost, simply to convert a total into a partial loss, with the sole purpose of avoiding liability. The Court, however, held that the propriety or cost of operations was immaterial, the operation being performed by the underwriters strictly within their rights; and, as we have said, the decision was that it was a

partial and not a constructive total loss. We are not concerned either in supporting or in deprecating the rule. The assured can, in circumstances in which the question is at all likely to be material, protect themselves without difficulty. All they have to do is to commence the action as soon as they find that the underwriters are not inclined promptly to accept the notice of abandonment. The action can afterwards be dropped or proceeded with at any future time. The issue of the writ is all that is necessary, and as a measure of precaution can do no harm, and may be the means of saving the assured a considerable loss.—*March* 2.

MARINE INSURANCE.—WAR RISKS.—MISREPRESENTATION.

The action brought to recover against the underwriters for a total loss by the owners of the *Doelwijk*, the vessel seized by the Italians at the time of the war with Abyssinia, has been so far successful that the jury have given a verdict in the owners' favour. There remain some points of law to be considered, so that whether the plaintiffs will eventually win the action still remains doubtful. So far one can only consider the question whether the decision of the jury upon the single question left to them was right or wrong. As a rule juries have a strong tendency, unless very plainly directed to the contrary, to give their verdict in favour of the assured. Presumably they think that as the plaintiffs have paid to be insured, the underwriters who have accepted, and in any circumstances could keep, the premium, are bound to pay up in the event of loss. It is a little difficult to sympathise with any such feeling. Underwriters of any standing seldom indeed resist a claim unless they have very good grounds for believing that they have not been fairly treated, or that by the true intention of the policy the loss was not one which they had undertaken to bear. It is, we are inclined to think, much more common to find doubtful claims paid than to find fair claims repudiated. At the same time, we think that in this case the verdict of the jury, so far as it goes, is a proper decision. The *Doelwijk*, a Dutch steamship under charter, sailed from Reval, Riga and Maassluis for the East with a large quantity of rifles, cartridges, sabres, and other arms. The vessel was cleared for, and the bills of lading were made out to, "Port Said for orders," but there were duplicate bills of lading on board for Djibouti, in the French colony of Obok, and the vessel was in fact ordered to that port. Presumably no one who knew these facts could have much doubt but that the eventual destination of these munitions of war was Abyssinia. How much the owners

knew or how much they only surmised need not be considered. They knew the character of the cargo, the destination of the vessel, and the duplicate bills of lading, and they not unnaturally considered it wise to insure against war risks. The *Doelwijk* safely passed through the Suez Canal, but was captured in the Red Sea by an Italian cruiser, and eventually condemned in a prize court at Rome, but as hostilities were then over she was not in fact confiscated. The claim against the underwriters was resisted on the ground that various material facts had been concealed, and that there had been misrepresentation, breach of warranty, and waiver of abandonment. Eventually, however, the only question left to the jury was whether any material fact had been concealed or misrepresented, and this the jury answered in the negative. Whatever information was given to the defendants, they at all events appear to have had before them a letter from the plaintiffs to their London insurance agents, in which it is stated that the vessel was bound for Djibouti, with a cargo of rifles, cartridges, and sabres; that the English and Italian Consuls had been making inquiries, "and entered into suppositions far from what the fact is, we hear." While the letter was marked "strictly private and confidential," the answer was to be directed so as not to be opened by the plaintiffs' clerks, and the agents were enjoined not to mention the contents to "anybody." Nothing was specially said as to the destination of the cargo being Abyssinia, unless the paragraph about the Consuls' "suppositions" may be taken as hinting at while giving a perfunctory denial of such destination, and no mention was made of duplicate papers. We cannot see how there was any misrepresentation, unless the statement as to the "suppositions" was untrue, but as that only referred to information the value of which might be easily estimated by the underwriters it does not amount to much. The absence of reference to the double papers looks much more like such a "concealment" as would vitiate the policy. Probably, however, the jury looked at the matter from a broad point of view. On the face of the facts, as stated in the letter, was the venture an attempt to run arms to Abyssinia, and, if so, were the papers not almost certain to be a little complicated? One of the underwriters—called, by the way, for the defendants—said he refused to take the risk on any terms, as the whole surroundings of the application made him suspicious. Probably the jury took the same view, and it does not appear an unnatural one. We cannot help thinking that the underwriters, whether they gave proper weight to it or not, had ample informa-

tion upon which to form the opinion that the venture was of the nature it in fact turned out to be, and might reasonably be assumed to be attempted by the adoption of such means as false papers. If so, the concealment also amounted to very little, and the jury can hardly be considered to have given an unreasonable verdict. The doctrine that each party, assured and insurer, is to be absolutely straightforward with the other should be strictly supported, but it does not seem necessary to assume that an underwriter cannot see through a glass window.—*April* 26.

MARINE INSURANCE.—WAR RISKS.—CONSTRUCTIVE TOTAL LOSS.

The consideration of the point of law in the *Doelwijk* case, "Rhys *v.* The Royal Exchange Assurance Company," which was reserved at the trial for future argument, has at all events led to a very interesting judgment being delivered. It may be remembered that the action was brought to recover for a total loss of the steamship *Doelwijk* by capture on a policy covering war risks. The vessel had sailed from Reval last year with a quantity of rifles and other war material on board, intended for Abyssinia—which was then at war with Italy. She safely passed through the Suez Canal, but was captured in the Red Sea by an Italian cruiser, and eventually condemned in a prize court at Rome, but as hostilities had then ceased she was not in fact confiscated. At the trial of the action against the underwriters in April last the latter set up various defences, but the only question then left to the jury was whether or not any material facts had been concealed or misrepresented by the plaintiffs as to the nature of the voyage. If the jury had answered the question in the affirmative the result would have amounted to a verdict for the underwriters, but they returned an answer in the negative, and the defendants thereupon had only a question of law upon which to depend. To understand this question it is necessary to consider some dates. The capture was on August 8; notice of abandonment was given on August 14 and refused by the underwriters; the writ was issued on August 21. The prize court trial took place in December, and the trial of the action against the underwriters came on in the Queen's Bench Division last April. From the time of the capture the vessel was lost within the meaning of the policy, but, as she was not confiscated by the prize court, she in fact ceased to be a total loss after those proceedings. The contention of the defendants was that as the restitution took place before the trial of the action against the underwriters the plaintiffs could not recover under the policy for a total loss. It certainly appeared to be a novel con-

tention. No doubt a total loss through capture may cease to be such loss by recapture or restitution by a prize court, but it has been generally understood, or at least it is plainly enough laid down in the text-books, that in such cases the right to recover for a total loss only ceases if the recapture or restitution takes place before, not the trial of the action, but the issue of the writ against the underwriters. If that was the true rule, the defendants' contention in the *Doelwijk* case could not be sustained. Mr. Justice COLLINS has examined the authorities at considerable length, and has decided that they do entirely support the rule as laid down in the text-books, that the rights of the parties must be ascertained as at the date of action brought—that is, at the date of the issue of the writ. Certainly we have always understood this to be settled law, and it would probably have surprised lawyers and mercantile men alike if the decision of the Court had been other than it was. At the same time there is considerable force in the objection that the rule is hardly based on any sound logical principle. The fair and reasonable principle seems to be that the rights of the parties should be governed by the position of affairs when the claim is put forward by the assured, and, if so, the date of the notice of abandonment would more properly appear to be the time at which the liability of the underwriters should be fixed. It is then that the assured treats the case as one of total loss and demands the full sum insured, and, if it is a good abandonment, it is then that the underwriter should accept the notice and pay the sum insured as for a total loss. The issue of the writ is not the first claim, but the first step in enforcing the claim. However, any objection there may be to taking the date of the writ as the time when the rights of the parties are definitely fixed in no way supports the contention that the date of the trial is the more proper time. The choice really lies between taking the date of abandonment and the date of the writ. As the judge has pointed out, for at least seventy years it has been the uniform practice to draw the dividing line at the date of the writ as the "line of convenience." To unsettle a practice of such standing would be mischievous, and it is satisfactory therefore that the judge has declined to accede to the defendants' contention.—*June* 10.

MANAGING OWNERS' COMMISSION.

SIR,—What is the position of managing owners under the following circumstances? A vessel having met with a mishap on her voyage puts into a port of refuge and discharges her cargo. This being damaged, the surveyors and Lloyd's agent recommend it to be sold for benefit of all concerned, &c. The funds to meet the expenses connected with this average were provided by the managing owners, the vessel having no funds

of her own to meet same. (1) Are the managing owners entitled to charge a special commission on these funds, and at what rate, seeing their remuneration is fixed at a yearly salary and a commission on profits of each voyage for working the vessel, without any reference to special commissions or charges being chargeable by them under such circumstances? (2) If a commission is charged, can the managing owner further charge ship with interest on these advanced funds until repaid to him, and at what rate? (3) Can such commission or interest be included in average for recovery from the underwriters and others interested? (4) In your first reply to "Managing Owners' Charges," in *Maritime Notes and Queries*, Vol. I. page 80, do you mean that a managing owner can charge a commission, say 2½ per cent., on ordinary disbursements, when he provides the funds, in addition to charging 5 per cent. interest until he is reimbursed?—Yours, &c.,

Glasgow, January 5, 1897. MARINER.

[(1) We think the managing owners would be fairly entitled to charge commission of, say, 2½ per cent. out-of-pocket advances, but (2) doubt if they could charge interest as well. (3) It seems a proper charge against the underwriters. (4) No; the reference has been wrongly read.]

MASTER'S ACCOUNTS.

SIR,—A ship, registered, say, at Liverpool, arrives at a Bristol Channel port off a voyage. The captain not having any vouchers or duplicates of his own, the owner sends him his to enable him (the captain) to make up his disbursement account. The captain, through an accountant at the port where the ship is, makes up his account. The accountant forwards same with a request that it be checked and the remittance sent to him. The owner replies to the effect that it is impossible to check the account without the vouchers, and asks that they be sent him and then the account will be checked. They (the accountants) reply saying that the voucher and books are at their office, where they can be inspected by the owner or anyone whom he may appoint. The owner declines to go a distance of about 200 miles to see his own vouchers, and informs the captain that when he produces the vouchers with his account made up in proper form it will be checked. The captain has not made out a detailed portage sheet as requested, but has charged the wages paid to the crew in a lump sum, which the owner objects to. Is the owner within his right to demand the vouchers being sent to him and also to have a detailed portage sheet made up, showing how the captain arrived at the wages paid?—Yours, &c.,

Swansea, August 2, 1897. INQUIRER.

[We should say that the owner is certainly entitled to have his vouchers returned to him, and also to have a detailed portage sheet made up.]

MOORED VESSEL.—LIGHT.

SIR,—Is a vessel required to show a light after dusk when lying in a tidal harbour moored fore and aft to mooring buoys clear of the fairway of the river, which, however, is very narrow? A reply through your columns will oblige.—Yours, &c.,

January 12, 1897. TROW OWNER.

[If there is any local rule applicable, that would have to be obeyed. Otherwise we think it would depend upon whether, in the view of the Court, jury or judge which had the question before it in the circumstances (taking specially into consideration the usual traffic at the place) it was prudent or imprudent for a vessel moored at the particular place to have no light up. It is more a question of opinion than of law. Our own view is that a vessel should never lie in the dark without a light up where another vessel can, in the ordinary course of navigation, come so near her that there may be danger of collision.]

MORTGAGE.—SALE OF SHIP.

SIR,—I am owner of a steamer which was stopped by the mortgagees in November last, and offered for sale by auction. The highest bidding was 850*l.*, but this amount the mortgagees refused to accept, and the vessel was withdrawn and allowed to proceed. Four months later the mortgagees again detained the vessel and offered her by auction, this time without reserve, and they ultimately sold her for 600*l.* Can I recover the difference between 850*l.* and 600*l.* from the mortgagees?—Yours, &c.,

April 21, 1897. SHIPOWNER.

[Certainly not, if the sale was for the best price obtainable at the time.]

NEW SOUND SIGNALS.

The first account of a fair test in practice of the new sound signals which has reached us is graphically described by Captain ISON, of the steamship *Thames*, in a letter which we printed in these columns last Saturday. It certainly does not point to any great probability of the signals tending to diminish danger of collision by conveying useful information in thick weather to one vessel of what another vessel may be doing. The *Thames* was in a dense fog off Scarborough and was in a position where careful navigation was certainly necessary, but one which in our home waters could not be said to be of exceptional danger or difficulty. The *Thames* was meeting three steamships, one on each bow and one right ahead, and there was also a steamer on her starboard quarter proceeding in the same direction. As the vessels were getting in close quarters, Captain ISON did the prudent thing, stopped his engines and took the way off his vessel. This is the situation of which the new signal under Article 15 (*b*) is intended to give intelligible notice. "A steam vessel under way, but "stopped and having no way upon her shall sound at intervals of "not more than two minutes two prolonged blasts, with an "interval of about one second between them." It is a compulsory and not an optional signal, and was accordingly also very properly made on board the *Thames*. The result might have been disastrous. The steamer ahead of the *Thames* mistook the signal for the starboard helm signal and starboarded, passing along the starboard side of the *Thames*. As it happened, no collision occurred either with the *Thames* or with the steamer on the starboard quarter of the *Thames*, but the mistake might well have led to most serious consequences. In theory the mistake ought not to have been made, for in the starboard signal, although a two-blast signal, the blasts are short blasts of only "about one second's duration," and moreover these course signals are only to be made when the vessels are in sight of one another. But, on the one hand, the difference between long and short blasts is not always clearly apparent, and, on the other, not only are course signals sometimes made use of where the vessels are not visible to each other, but the officer in charge of one vessel can never be sure that, though he cannot see the other ship, his vessel may not yet be in sight of the officer in command of that vessel. It is quite possible, therefore, that the mistake made in misinterpreting the signal from the *Thames* was not in the slightest due to any carelessness in observation, or want of consideration or knowledge of the rules. Now what might have happened in these circumstances?

The vessel meeting the *Thames* might have kept on, expecting the *Thames* to starboard and keep out of the way, and so might have come right on top of her, or by doing as she did—starboarding—she might have run into, as very possibly she nearly did, the other vessel on the starboard quarter of the *Thames*. Of course, the assumed starboard helm signal was the very last signal the *Thames* would have made, as it would very probably lead the approaching vessel—as it did—to starboard on to the side of the *Thames* where the other vessel was lying. So far for the result of making the signal under Article 15 (*b*). Captain ISON then, seeing that his first signal was misunderstood, tried another—the long blast followed by two short blasts—under Article 15 (*e*). This is the signal for a vessel in a variety of circumstances, from a vessel towing to a vessel unable to manœuvre, and was probably selected by Captain ISON to give the information that he was not manœuvring, as his first signal was erroneously taken to be an intimation that he was manœuvring by starboarding. We agree with Captain ISON that this was not an appropriate signal, inasmuch as the *Thames*, being under command, did not come within the purview of the sub-section. It should have been, however, a harmless use of the signal, inasmuch as the *Thames*, in fact, was not manœuvring, and it may in the particular circumstances have been not improperly used, though it seems to have been in fact not the right signal. What was the result, however? For some reason not quite easy to see, the steamer on the starboard quarter of the *Thames* set to work blowing the same signal. Again this would have been harmless enough if she had stopped her way, but instead of this she went ahead at a speed estimated by Captain ISON of at least four knots, and, at any rate, fast enough to pass and get away ahead of the *Thames*; a proceeding hopelessly at variance with any of the circumstances within Article 15 (*e*). This affords certainly a very serious object lesson. Of three signals made, two were apparently wrong signals, and the one clearly right signal was misinterpreted. It may also rather be inferred that the first of the apparently wrong signals—the long and two short blasts of the *Thames*—was mistaken for a mixture of a fog-signal and a distinct course signal—the two short blasts starboard helm signal—for the vessel on the starboard quarter of the *Thames* would hardly have run past her as she did unless it had been thought that the *Thames* was clearing away to port. Whatever the danger, however, of the new rules, the fact must be recognised that they are now in force, and one lesson at least may be usefully drawn from the case

described. There may be excuse for mishearing the signals; but it will be very difficult to get excused for making wrong signals, either from ignorance of the rules or intentionally. With particular reference to this case, we would point out that the one long and two short blast signal under Article 15 (*e*) is on the face of it not intended to be used by a steamer which is only stopped. It is the signal for a vessel which is unable for some definite reason to manœuvre. Also it must be remembered that the helm signals are not to be made except by vessels "in sight of one another"; they must then be made, but certainly not when the vessels are in the particular circumstances beyond the range of sight.—*July* 24.

NOT STANDING BY.

The proceedings taken in the Bristol Police Court a few days ago against the master of the steamship *Ferric* for not "standing by," after a collision, may with advantage be noted by other masters of steamers. The *Ferric* ran down the salt-laden trow *Mayflower*, anchored near Avonmouth Dock, on the night of December 10, and sank her. The crew of the *Mayflower* took to the rigging, and about ten minutes afterwards were rescued by a boat from the barge *Volunteer*, so there was no loss of life; but the master of the *Ferric* was nevertheless very properly, as the result seems to show, summonsed for failing to comply with the statutory regulations as to standing by. According to the defence, the engines of the *Ferric* were reversed immediately after the collision, and she went so far astern that she nearly collided with another vessel which was following her down the river, and she only went ahead when the master saw the boat put off to the trow from the barge. The mate, however, of the *Ferric*, who was called for the defence, only put the time which the *Ferric* remained in the neighbourhood of the collision at about seven minutes, while the master of the trow said that the *Ferric* was away in about two minutes. The difference in time does not seem very material. The conclusion the magistrates came to was that the master of the *Ferric* did not take anything like proper precautions after the collision to see that the men on the trow had any reasonable prospect of being saved, but had been guilty of inhumanity, and they fined him 25*l*. We are loth to accept the finding of inhumanity, and would prefer to take the view that the master of the *Ferric* really thought that other help was at hand, and there was no danger to life. At the same time, on the facts as stated and the defence put forward, we are far from expressing any opinion that the fine was too severe.

The statute is clear and precise, and the duty therein thrown upon the master or person in charge of a vessel which has the misfortune to come into collision with another is by no means other than proper and reasonable. He must render such assistance as may be practicable and necessary to save those on board the other vessel from the danger caused by the collision, and he must stay by the other vessel—not until he sees that some other help is coming, but until he has ascertained that she has no need of further assistance. The duty is placed upon him (and surely the statute is not necessary for this) of ascertaining—that is, of making certain—that there is no need of any additional assistance beyond that which others may be tendering. It is not sufficient for him to think that aid from him or his vessel may not be or will not be wanted; he must definitely make sure that nothing he can do will be of service to those placed in danger by the collision. It is a most serious responsibility, and attaches alike to those by whose negligence the accident has been caused and to those who have been perfectly free from any blame for it. Charges of not standing by used to be rather frequently made in the civil proceedings in the Admiralty Court, because a failure to comply with the statute renders the ship liable for the damage, in the absence of proof that the collision was not caused by the fault of those on board her, and the plea used sometimes to be put in to help a weak case. It is to the credit of our seamen officers that the charge very seldom succeeded, but how serious the Court considered the charge is shown by the intimation that has been judicially made, that it is never to be pleaded unless it is the intention to seriously maintain it to the end. For his own sake, as well as in the interests of humanity, a certificated officer should remember that failure to obey the statute is a misdemeanour which, if proved, may subject him to a fine or imprisonment for as much as two years with hard labour, and if the more lenient course is taken of summary prosecution six months' imprisonment or a maximum fine of 100*l*., and his certificate may be suspended or cancelled.—*January* 13.

OWNERS.—LIABILITY OF REGISTERED OWNERS AND SHIP FOR NECESSARIES.

A few years ago a case was fought through the Courts from the Queen's Bench Division to the House of Lords—"Baumwell Manufactur von Scheibler *v.* Gilchrist and Company and Furness"—in which the circumstances were said, in the Court of Appeal, to be so peculiar that they would very seldom if ever occur again, the chief peculiarity in the circumstances being that the vessel in

question, the *Sultan*, had been provisionally sold by her owners, who nevertheless remained registered owners, and took a mortgage of the vessel, keeping their hold on the ship in this way as security for the payment of the purchase money. The action was fought to determine if the parties holding this irregular position—registered but not legal owners, vendors and still in virtual possession of the vessel, mortgagees and yet still quasi-owners—were liable upon the contract of the master acting as master, and it was finally held that they were not liable. The peculiar circumstances, or circumstances which are in the main identical, have occurred again, and the rights of third parties have again been put in issue in the case of the *Ripon City*; and the Court—this time the Admiralty Court—has been called upon to decide questions stated judicially and unfortunately truly enough to be of very considerable importance to owners, masters, and merchants. The third parties, the plaintiff merchants, this time—having a claim which, fortunately for them, gives them, as it is decided, a maritime lien —have so far been successful. The judgment, occupying as it does a whole page of this paper, is not easy to explain shortly, but we will endeavour to give its effect as briefly as possible. The material facts are as follows. FURNESS, WITHY and Co. provisionally sold the *Ripon City* to NEIL, M'LEAN and Co., the agreement being that the former should have a mortgage of the ship by way of security, but subsequently this agreement was modified. FURNESS, WITHY and Co. remained registered owners, apparently without any mortgage to them, and the ship was transferred to NEIL, M'LEAN and Co. The latter appointed CORMACK as master, and the *Ripon City* proceeded on various voyages. In the course of these voyages CORY BROS. and Co. supplied coals to the vessel, taking bills of exchange for the price, drawn by CORMACK as master upon NEIL, M'LEAN and Co. These bills were accepted by NEIL, M'LEAN and Co., but were dishonoured, and, NEIL, M'LEAN and Co. suspending payment, FURNESS, WITHY and Co. retook possession of the vessel. CORY BROS., as the holders of these bills, took proceedings to recover the amounts in what may be considered the usual manner. They could sue the master as drawer, or NEIL, M'LEAN and Co. as acceptors, of the bills, but the former course probably, and the latter certainly, would not have resulted in their recovering in full. On the other hand, they could not take proceedings *in rem*, while the master, under the statute, could apparently do so. So they made arrangements with the master to sue in his name, their solicitors conducting the action which was thereupon brought against the vessel. To this action FURNESS,

WITHY and Co. appeared and gave bail. The subsequent proceedings were peculiar. The action was set down for trial on March 27, and three days before, FURNESS, WITHY and Co., although they knew the action was really brought by CORY BROS., interviewed the master, the nominal plaintiff, paid him about a fifth of the claim, and got him to agree that the proceedings should be stayed. To make the stay effectual an order of the Court was necessary, but the judge declined to make the order on summons, and adjourned the application until the trial. The case accordingly came on for trial on March 27, when the plaintiffs found themselves in this difficulty. The proper witness to prove the facts was the master, but he, not unnaturally, was conspicuous by his absence, and the plaintiffs only succeeded in proving the necessary facts by calling a partner in the defendants' firm, and a clerk employed by them. The defendants then relied upon various points of law to avoid liability. The argument that the settlement effected with the nominal plaintiff, "the plaintiff on the record," was an answer to the action may be dismissed in a few words. The judge held that FURNESS, WITHY and Co. had sufficient knowledge of the fact that the action was brought by CORY BROS., though it was in the name of the formal plaintiff, to render the settlement void as against CORY BROS. It is unnecessary to say more on this phase of the case. Other questions raised were of more serious import, or at least of much more general interest. One important point was the contention that no maritime lien on the vessel arose for the amount of the bills. The authority chiefly relied upon for this contention was the case of the *Orienta*. In that case the master had signed a draft for coals for the purpose of establishing a maritime lien against the vessel, and it was held by the President of the Admiralty Division, and the decision was affirmed by the Court of Appeal, that the object failed. The reason for this, however, was that in the particular circumstances the master had not acted within the scope of his ordinary employment as master, inasmuch as the coals were supplied in a home port. The master simply drew the bill voluntarily at the request of the owners, and not because, as master, he was obliged to draw it to get the coals. The most difficult question, however, which arose was rather involved with this contention, and was whether any maritime lien arose which could be enforced against the ship, which was legally owned by FURNESS, WITHY and Co., and not by NEIL, M'LEAN and Co., since the bills were certainly drawn by CORMACK as NEIL, M'LEAN and Co.'s, and not FURNESS, WITHY and Co.'s

master, and the disbursements rendered the former and not the latter personally liable. The proposition raised was that a maritime lien could only. be enforced on a vessel which was owned by persons who were themselves personally liable. At first sight the series of cases, of which the *Turgot* (11 P.D., 21) and the *Castlegate* (1893 Appeal Cases, 38) are the principal, appear to support the proposition. In each of these cases bills had been drawn by the master for coals for a vessel under charter. Under the terms of the charter the owners had not to provide coals, and as the master had no authority therefore to incur such liability for the owner's account they were not personally liable. It was held there was no maritime lien on the ship, but this really was because the master knew he had no right to "relieve himself out of the property" of the owners, as Lord WATSON put it. That a maritime lien can never be constituted against the property of owners because they are not personally liable is a very different matter. In his judgment Mr. Justice BARNES examined into this question and the cases bearing upon it with great care, and in the end came to the conclusion that a maritime lien could certainly arise over property the owners of which were not personally liable, and also that in the circumstances of this case the plaintiff had such lien. We cannot in this limited space follow in detail the examination into the various authorities, but the reasoning of the judgment is most careful, and in our opinion convincing. We must find space, however, to remark upon a few of the concluding paragraphs of the judgment. One of the reasons given for finding CORMACK as master entitled to a lien on the ship, and therefore to make FURNESS, WITHY and Co. indirectly liable, was that the latter had allowed NEIL, M'LEAN and Co. to hold themselves out as managing owners, and therefore CORMACK was entitled to act as if—servant of NEIL, M'LEAN and Co. as he was—he was justified in acting for them as if they were the real managing owners. It is really but a step from this to saying that "holding out" justified. CORMACK in making FURNESS, WITHY and Co., the legal owners, personally liable as owners. It is a step, however, which the *Sultan* decision says cannot be taken, and we regret that it is so. In our view the register should be conclusive, and not merely *primâ facie*, evidence of the ownership; the master should be considered the servant of the persons appearing on the register as owners, and, in fact, the register should be the document looked to on all questions in which ownership and the incidents of ownership are involved. We cannot help thinking that the real lesson to be

learned from the *Ripon City* case, as well as the *Sultan* case, is the extremely unsatisfactory state of the law which allows a ship's register—a document the absolute truth of which ought to be above suspicion—to be untrustworthy and misleading.—*May* 11.

OWNERSHIP.—LIABILITY OF PART-OWNERS.

The ownership of a vessel in sixty-fourth shares, the good old-fashioned way, involves the part-owners in liabilities which are by no means simple, but where a ship is held partly in sixty-fourths and partly by a limited liability company, the "sixty-fourthers" may be excused if they do not fully understand their position. We have been asked by some correspondents to throw a little light on the subject, and will therefore endeavour to do so. The hypothetical questions put are fair samples of the difficulties which may have to be faced. A ship so held gets into collision and is to blame, the damages exceeding her value. What is the liability of the "unlimited shareholder?" The phrase is our correspondents', and is not very scientific, but it is intended to refer to the owner of sixty-fourth shares, who, unlike the shareholder in the company, has not a liability limited to the value of his holding. The phrase has one unfortunate merit; it very fairly represents the position of the party designated. By the old maritime law a part-owner was liable only to the extent of his interest in the ship, and there is some ground for thinking that this was once the law of the English Admiralty, but it is certainly not in accordance with English law now. Part-owners of a ship in fault for a collision are considered now to be joint wrongdoers, and each one of them may be sued for the whole damage. It is no defence to the claim to plead that he is only one of several owners who are all liable. Subject, therefore, to the statutory liability, which we will deal with presently, the owner even of a single sixty-fourth can be made to pay the whole loss. Then what is his position? He can bring an action for contribution against the other owners, and as against other solvent sixty-fourth holders he will succeed in his claim for contribution. He has the same right of action against the company which owns part of the vessel, but the right may be small consolation. The company will be liable to the extent of its assets, but those may consist simply of the share of the ship. The shareholders in the company are not liable as owners, for they are not owners, and if they have paid up for their shares in full they have no liability to meet any judgment recovered against the company. Now as to

the possibility of the sixty-fourth owner to rely upon the statute to limit his liability when the claim is originally made against him. He has no power to limit his liability as part-owner to his proportion of the statutory limit of 8*l.* per ton. All he can do is to bring an action in the name of the owners to limit their liability in the gross amount of the 8*l.* per ton. Take simple figures by way of an illustration. A owns thirty-two sixty-fourths of the X, a 1,000 ton ship; a company (B) owns the other half of the vessel, which in her condition, say damaged by the collision, is worth 1,000*l.* The owners of the Y have a claim for 10,000*l.* for the loss of the Y and sue A, knowing that they cannot get their damage out of either the wreck X or the company B. A has no defence, but he can get the liability of the owners limited to 8*l.* a ton, or 8,000*l.*, which he accordingly does, and pays the 8,000*l.* He then sues the company for contribution of half the 8,000*l.*, and recovers 500*l.*, the half value of the wreck that represents all the assets of the company; A finding himself landed with a net loss of 7,500*l.*, instead of his proper share 4,000*l.* Of course A and the company may have protected themselves and each other by insurance; but we are considering the question apart from insurance. The obvious lesson to be learnt is the extreme inadvisability of being co-owners with a limited liability company. The course for a part-owner to adopt, as soon as he finds that other holdings are being converted into a limited liability company, is to sell his shares in the market, if he can at a satisfactory price, or otherwise insist on being bought out, or, if necessary, bring his action, as he has the right, in the Admiralty Division for a compulsory sale of the whole ship. (See the "*Hereward*," L.R. 1895, P.D. 284.) The second question requires some further explanation. "If the "managers run the ship into debt, and the creditors seize the "ship, which on being sold does not realise sufficient to pay "the debts, could the creditors claim against the unlimited "shareholders?" The assumption that the creditors seize the vessel is rather misleading. Except in very particular circumstances, creditors, even for necessaries, have no right to the ship at all as security for their claims. They have personal rights against the debtors—that is, against the owners if the debts have been incurred in such a manner as to make them the debtors. Then each owner is liable personally for the whole of the debts, with a similar right of contribution against the other owners. If the debts exceed the value of the ship the owner of the sixty-fourth share or shares is in the same unfortunate position, as

against the part-owning company, as we have already described in the case of a claim for collision damage. A few words more on the last paragraph of our correspondents' letter. They speak of the sixty-fourth shareholder not having either assented to, or dissented from, the transfer of the other shares to the company. We are inclined to think that unless the transfer was effected behind the back of the sixty-fourth owners the absence of dissent must be taken as equivalent to assent, and that therefore in such case it would be useless to apply to the Court for the relief to which we have stated he would otherwise have been entitled. This point is not quite clear, but we think our view will be found to be correct. The courses open to such holder would then be either to accept his position, and take the risk, or get rid of his shares, either in the market or by friendly transfer to the co-owning company.—*January* 21.

OVERLOADING SHIP.—MASTER'S RESPONSIBILITY.

SIR,—I arrived at Glasgow on the 21st of last November to load a cargo of coal for charterers, consigned to Limerick. My vessel is owned in Glasgow. . . . I proceeded ashore and arranged with the railway company's servant who takes the tickets from waggons on shipment to put a certain quantity of coal in each hatch, and call me when the after hatch was finished. I had no mate during the voyage, and having been 48 hours on the bridge during fog, I lay down to get a few hours' rest. I was called at 4 a.m., and shifted to the fore hatch. We were finished about 6 a.m., and the railway man and foreman trimmer both told me we had the required number of tons aboard, but on daylight coming I found the vessel was over all marks—in fact, down to within an inch of the decks. I was unable to see the traffic manager till about 10 a.m., but about 9.30 a Board of Trade official turned up; asked the vessel's tonnage, &c. I explained all the circumstances to him, and also that I was waiting for the traffic manager and the owner coming down to arrange for waggons to have the vessel lightened. The Board of Trade official superintended discharge, and left 10 tons more cargo aboard than I had originally ordered. We sailed next day, and I heard no more *re* overloading, although the vessel was in Glasgow about end of December, until February, when I was at Cardiff, when I received a summons at the instance of the Board of Trade to appear at the Court there to answer a charge for submerging the disc, although we never put on a hatch or hauled from the quay wall. I had no one aboard capable of taking charge of the vessel in the particular trade she is employed in, and as I only anticipated a nominal fine at the worst I was willing to pay that rather than disappoint the charterers; but to my surprise I was mulcted in 25*l.* and costs. I have written the Board of Trade authorities, also the Secretary of the Treasury, and all to no purpose; they say they cannot do anything by way of reducing the fine. I would have made the case public long ere now, but I fully expected to at least get the fine reduced. Thanking you in anticipation for publishing this, of necessity, long letter, as it may be a caution to others.—I am, &c.,

Valentia Island, Kerry, May 16. 1897. P. MACAULEY, Master ss. Maggie Barr.

[We have had frequent complaints from masters who have been fined in similar circumstances when apparently there has been no personal default on their part, and we have warned them clearly that the mere fact of the vessel being loaded so as to submerge the disc renders the master liable to be fined. (See "Overloading Ship in Master's Absence," *Maritime Notes and Queries*, Vol. IX. p. 104.) It seems necessary to repeat the warning. The statute (M. S. Act, 1894, Section 442) is stringent—"Any master who *allows* the ship to be so laden, &c.," incurs the penalty. This throws a duty upon the master, which he cannot transfer to somebody else.]

PART PAYMENT FOR NECESSARIES.—MARSHALLING ACCOUNTS.

The case of "Cory Brothers *v.* the Owners of the steamship *Mecca*" has had a tedious progress through the Courts, but a noteworthy conclusion. For several reasons it is worth remark, although really the questions at issue were of the narrowest. There was, indeed, little dispute either upon the facts or as to the law, and the final decision at all events rests rather upon the particular view taken of the right application of the law. The material facts were simple enough. The plaintiffs in 1894 supplied coals and other necessaries to two steamships, the *Mecca* and the *Medina*, at various Mediterranean ports, taking bills of exchange drawn by the masters upon the owners, which were dishonoured at maturity. The four bills with some items—interest, notarial charges, and so on—mounted up to about 1,301*l.* Of this, 900*l.* was paid on account, and as Messrs. CORY could not get the balance paid they arrested the *Mecca* in an action for necessaries. The defendants, however, pleaded that the bills for necessaries supplied to the *Mecca* had been paid; in other words, that they were wiped off by the 900*l.* paid, leaving the *Medina* and not the *Mecca* accounts unpaid. The *Mecca*, of course, could not be sued for the *Medina* bills, and the question at issue therefore was simply against which accounts the 900*l.* was to be placed. There does not seem to be much doubt of the principles upon which payments on account are appropriated to debts made up of several items. The debtor may appropriate the money as he pleases, and if he does so the creditor must apply it accordingly. If the debtor does not appropriate, the creditor can do so. There is a series of cases in which the rule called the doctrine of CLAYTON'S case has been laid down, that where there is a current account between parties, and no appropriation, the order in which the receipts and payments are made governs the application of the one to the other. "It is the first item on the debit side which is discharged by the "first item on the credit side; the appropriation is made by the "very act of setting the two items against each other" (Sir WILLIAM GRANT in CLAYTON'S case, 1 Merivale 572). The bills given by the masters of the *Medina* and *Mecca* fell due as follows, and so appeared in an account that was sent in by the plaintiffs to the owners of the two vessels after payment of the 900*l.*:—(1) April 7, *Medina* 270*l.* 14s.; (2) April 26, *Mecca* 177*l.* 2s.; (3) April 27, *Mecca* 195*l.* 3s.; (4) April 27, *Medina* 650*l.* 15s.; (5) August 22, telegrams; (6) interest. The figures in parentheses are ours for purposes of reference, and we have omitted unnecessary details to simplify description. At the bottom of the

account credit was given for 900*l.*, and it concludes with the debit balance 401*l.* 2s. 9d. The plaintiff's contention at the trial was that the 900*l.* should be set off against the items (1) and (4), the *Medina* bills, leaving the *Mecca* bills still unsettled. Mr. Justice BRUCE, however, held that Messrs. CORY had, in the account sent in, themselves placed the payment of the 900*l.* to the earlier items, and as the sum was more than enough to pay items (1), (2) and (3), the *Mecca* debt was discharged. An appeal followed to the Court of Appeal. The case seems to have been treated by that Court as clearly governed by the rule in CLAYTON'S case, and the appeal was dismissed without the slightest hesitation. Two of the judges said that it was "an absolutely clear case," and the third that he could not see any reason why CLAYTON'S case did not apply. The plaintiffs, however, had the courage of their opinions, and appealed to the House of Lords. The appeal was heard on March 2 and 3 of last year, and judgment was delivered on April 8 of this year. Thirteen months seems a long time for deliberation, especially in view of the fact that their lordships were, in the end at all events, unanimous. However, it may have been partly with the desire to show that the decision arrived at was not come to without the most careful consideration. That decision is entirely in favour of the plaintiffs, the judgments of the Courts below being held to be wrong. No doubt has been thrown upon the CLAYTON doctrine, but it has simply been held that that case does not apply in the circumstances, on the ground that there was no "account current" between the parties at all. It is a simple and, if we may respectfully say so, a common-sense view of the matter. CLAYTON'S case referred to the ordinary customer's account at a banker's, which was kept in the ordinary way as one unbroken account from first to last. It stood to reason there that each amount paid in or drawn out so far cancelled a corresponding part on the other side of the ledger. The bank book could be, and in theory is, made up after each payment, and the order in which the items appear is so far conclusive as to the debt which it is to cancel. It is obviously different in such transactions as those between Messrs. CORY and the owners of the *Mecca* and *Medina*. They were all separate transactions. It would have been the ordinary course of business for each debt to have been paid separately by each bill as it matured and was honoured, or one or other bill might have been duly met and the debt cancelled, and another dishonoured and the debt left outstanding. The account rendered was not in the least in the nature of the bankers' book. The bankers' book shows, in fact, the order of the debits and credit. The *Medina* and *Mecca*

list did not necessarily do anything of the sort. Indeed, taking items (3) and (4), there seems no particular reason why (3) should have been written down preceding (4), both being of the same date. Really all that CLAYTON'S case decided was that if an account is rendered where there is an account current as the account of a banker's customer is, a presumption is to be drawn from the order in which the items appear that the appropriation of payments to debts was intended to be according to such order. That is the reasonable view to take of the intention of the parties in such a case. It is a very different thing where the various transactions are entirely separate and are simply written down by the creditor. It seems impossible to draw the presumption from the rendering of such an account that it was actually a formal appropriation of payments to particular items on the other side. We cannot help thinking that the House of Lords, by their decision, have saved merchants from what would have been, in ordinary business, an extremely serious danger. To hold that inferences of such grave import could be drawn from the mere order in which accounts were drawn would have made it almost impossible to have safely rendered a business account where items appeared on both debtor and creditor sides.—*April* 20.

PILOTAGE—COMPULSORY.

When the Merchant Shipping Act (Exemption from Pilotage Bill) 1897, passed the third reading in the House of Lords we pointed out the extraordinary effect it would have if it became law. By section 59 of the old Act, 6 GEO. IV, c. 125, British vessels trading to or from Norway and into the White Sea, and constant (British) traders inward bound from ports between Boulogne and the Baltic, "all such ships and vessels . . . . coming up either by the North Channel, but not otherwise," were exempted from compulsory pilotage. The "clumsy and careless language," to quote Sir ROBERT PHILLIMORE, left two important omissions; no provision was made for vessels coming inwards by the South Channel, or for vessels trading outwards to ports between Boulogne and the Baltic. Accordingly an Order in Council was passed extending the exemptions by further exempting such vessels. Section 603 of the Merchant Shipping Act, 1894, continued in force existing exemptions, the effect being that at the present time British ships within the particular description given in Section 59 of the Act of GEO. IV, or of the Order in Council, are exempt, while foreign ships cannot claim exemption,

and if carrying passengers must take pilots, not being exempt under the general exemptions of Section 625 of the same Act. The Bill introduced by the Prime Minister was apparently intended to do away with these exemptions special to British vessels, and the fact that the Bill was introduced by Lord SALISBURY clearly led to the conclusion that the object was to place foreign ships on the same footing as British at the request of some foreign Government. The manner of carrying out the object was peculiar. Section 603 was to cease to operate so far as it continued the exemptions in Section 59 of the Act of GEO. IV. In commenting upon the Bill we pointed out that this would leave the Order in Council exemptions still valid. We hardly liked to suggest that the draftsman had forgotten the existence of the Order in Council, and preferred to assume that the intention was to cancel the Order by a revoking Order in Council. At the same time we expressed the opinion that such a course would be futile, as, the exemptions of the Order being continued by Section 603, the only way to get rid of such exemptions was to draft the Bill so as to abolish them by express reference to the Order in Council, together with the GEO. IV Act. The Bill has been remodelled exactly on these lines. As the Act now stands, "the exemptions "granted by Section 59 . . . and extended by the Order in Council "of February 18, 1854, and the said Order in Council . . . are to "cease." So far the extraordinary confusion which would have arisen has been avoided. Another term has, however, been introduced. The exemptions are to cease to operate not generally, but only "in the case of ships or vessels on voyages between any port in Sweden and Norway and the port of London." How this will work it is very difficult to see. When the Bill was introduced we rather welcomed it, subject to correction in the matter of the Order in Council, as tending to simplify our extraordinary law of compulsory pilotage by doing away with some exemptions which nobody fully understood, and which, probably, only continued to exist owing to an oversight. Now, instead of these exemptions being cleared away they are to remain in force except as regards vessels coming from Norway and Sweden to London. Whether it is necessary or advisable to take away any exemptions is a question which need not be considered now, but if any alteration were to be made it surely was hardly satisfactory to adopt such a course as this. The present state of our pilotage law is as complicated as it can well be. It is a mass of patchwork, and to darn the patches can only make matters worse. The attempt to draw distinctions in favour of certain ships or certain trades is not

unlikely to lead to a good deal of dissatisfaction in other quarters. That a thorough reform in the pilotage law as it stands is wanted is obvious, but any further refinement of exemptions is much to be deprecated.—*August* 16.

PILOTAGE—COMPULSORY.—DISTRESSED SEAMEN AS PASSENGERS.

The action brought in the Admiralty Division by the owners of the barge *Phœbe* against the owners of the steamship *Clymene*, which was reported in these columns last Saturday, is noteworthy for more reasons than one. The facts of the case were simple. The barge, which was taking a cargo of cement from West Thurrock to the Royal Albert Dock, was tacking up the river on the morning of February 26 last when she was run down and sunk by the *Clymene* in Galleon's reach. The *Clymene*, a steamship which belongs to the port of London, was on a voyage from Leghorn to London, laden with a general cargo, and with five distressed seamen on board, and she was in charge of a Thames pilot at the time. The *Clymene* seems to have been coming up the river at full speed; the barge was duly reported, but the pilot, instead of avoiding her, contented himself with blowing four-blast signals—that is to say, he tried to make the barge get out of the way of the steamship. The first question to be determined was as to the party to blame for the collision, and this was simplified by the admission that the *Clymene* was in fault. As the look-out of the *Clymene* was held to have been sufficient, and the barge was also held to have been properly navigated, the result was a decision that the pilot was alone to blame. The second question was whether in the circumstances the pilot was a compulsory pilot, and the owners therefore absolved from liability. Before considering that rather interesting question of law, a word of warning may be not out of place against the misuse of the four-blast signal. Some pilots navigating steamships seem rather inclined to consider that they can give this signal whenever they think it convenient, and that then the sailing vessel is bound to keep out of their way. Of course, this is absolutely a wrong view to take. The signal is to be made when it is unsafe or impracticable for the steam vessel to keep out of the way of the sailing vessel, but only where this is "owing to causes beyond the control of those navigating the steam vessel." It is in those circumstances only that the signal may be made, and the sailing vessel is bound to keep out

of the way. If a steamer is brought up the river so fast that she creates the difficulty, she has no right, simply by blowing four blasts, to throw the whole duty of keeping clear upon the sailing ship. Still less has the steam vessel the right to keep on and create the difficulty after the sailing vessel is seen, and rely upon the four-blast signal. If the signal is wrongly made the sailing vessel is not bound in the least to keep out of the way; in fact, she might be wrong if she tried to do so. The rule of conduct for the sailing vessel has hardly been given in full in this case of the *Clymene*, or in any other judgment, as far as we know, but we have little doubt what the rule should be. The sailing ship should take no notice of the four-blast signal so long as the steamer can by any manœuvre of hers avoid the sailing ship, but as soon as it is clear that there will be a collision if the latter does not take active steps to avoid it then she must manœuvre for this purpose. The point of law raised was whether distressed seamen are passengers within the meaning of Section 625 of the Merchant Shipping Act, 1894. The *Clymene* was under compulsory pilotage unless she was within one of the exceptions given in that section, and she was within sub-section (5) as a ship navigating within the limits of the port to which she belonged, but only if "not carrying passengers." The judge has held that distressed seamen are not such "passengers," and this decision seems clearly right. There is not much authority as to what is a passenger, but such as there is seems to show that payment of a fare is necessary to constitute one. In the case of distressed seamen payment is made by the Board of Trade—in this particular case three shillings per man per day—but this can hardly be taken to be passengers' fares. It is, as the judge states, "maintenance," that is, payment for keep and not for conveyance. It is clear also that the status of the distressed seaman on board ship shows that he is not a passenger within the ordinary meaning of the word. By Section 237 of the Act he is to be "deemed to belong "to the ship, and be subject to the same laws and regulations for "preserving discipline, and to the same fines and punishments for "offences . . . as if he were a member of and had signed "the agreement with the crew." In the "Instructions" issued by the Government to the Consuls and to the Governors of British possessions abroad, the name of distressed seamen shipped on board a British ship if payment is made for them is given as "supernumeraries"; which makes it obvious that they are classed with crew and not passengers. It is to be noted also that

the money paid for them is specially called "subsistence" money. It may be otherwise if they are shipped on board a foreign ship, for then under the regulations "passage" money is paid, and we presume they would be considered passengers within the meaning of Section 625.—*July* 14.

PILOT AND MASTER.

SIR,—When a licensed pilot comes on board my vessel am I, as master, justified to give up full charge to the pilot, as I am given to understand that the pilot is to assist the master, but not take full charge?—Yours, &c.,

WM. STANNARD.

[The master is not relieved of all responsibility by the fact that a pilot, even a compulsory pilot, is on board. At the same time the pilot is more than an assistant or adviser of the master, and should not be unnecessarily interfered with. The pilot acts in charge of the ship, but the master has always the right, and it may be his duty, to resume charge himself if not satisfied with the competence of the pilot.—See *Maritime Notes and Queries*, Vol. X, p. 80.]

PILOT VESSELS' LIGHTS.

SIR,—Art. 8 of the New Rules orders pilot vessels to show red and green side-lights when on pilot duty on the near approach of or to other vessels. Will you kindly give your opinion as to how many points of the compass they are to be shown over, on their respective sides; whether from right ahead to right astern; or from right ahead to two points abaft the beam only?—Yours, &c.,

JAS. ECCLESTONE, Trinity pilot, Southwold.

Southwold, July 20, 1897.

[The rule does not specify over how many points each light is to be visible, but simply says the green is not to be shown on the port side, nor the red on the starboard side. As it is to be shown on the near approach of or to another vessel "to indicate the direction in which" the pilot boat is "heading," the intention seems to be that the light should be shown to make known which side of the pilot-boat is open to the other vessel, even if this requires the light to be shown well abaft the beam or on the quarter. We think this is the meaning of the rule, but it is not by any means clear.]

PORT OF HULL.

SIR,—We should esteem it a great favour if you would kindly inform us whether Hull has been officially declared a coal port. We have a vessel which has been chartered at St. Petersburg to E.C., at various rates, and it will make a difference in the freight if Hull is considered a coal port on E.C. of Great Britain.—Yours, &c.,

Hull, Nov. 11, 1897. COAL EXPORTERS.

[Ports are not officially declared coal ports. It is always a question of fact whether a particular port is, within the meaning of a charter-party, a coal port or not. We should say Hull certainly is.]

REGULATIONS FOR PREVENTING COLLISIONS AT SEA.

ARTICLE 15.

Questions are already arising as to the meaning of the alterations and additions introduced into the present new Regulations for Preventing Collisions at Sea. Probably it will not be long before the judges of the Admiralty Division will be called upon

for authoritative answers, but until that time comes we must do the best we can to reason out the probable solutions. "A Pilot" asks a question upon Article 15 which certainly merits careful consideration. Under sub-section (*e*) a vessel when towing is ordered to sound during fog, &c., the new three-blast signal, "one prolonged blast followed by two short blasts," and the tow is given permission also to make this signal. Our correspondent asks if this gives the right of way to the tug, the tow, or both. As nothing is said in the article as to right of way, it is at first not apparent why there should be any idea that this may be affected by the new direction, but the difficulty obviously arises from the fact that the article orders the same signal to be sounded by any vessel "unable to get out of the way of an approaching "vessel through not being under command or unable to manœuvre "as required by these rules." As these are fog-signals, and an approaching vessel will have to order her navigation simply by the sound, and certainly will have to keep out of the way of the vessel not under command making the three-blast signal, it is not unreasonable to suppose that she must act in the same way for a towing vessel making precisely the same signal, as it must be quite impossible for her to know whether the vessel making it is a vessel not under command or is a vessel towing. If the approaching vessel has this duty cast upon her when meeting a towing vessel, the latter, of course, must keep her course, or, to use our correspondent's phrase, the tug with her tow must have the "right of way." If these are not the respective duties, the approaching vessel is placed in the position of having to make way for the vessel sounding the three blasts, if that is a vessel not under command; and if, on the other hand, it is a towing vessel, the approaching vessel may be hopelessly in fault if she alters her course. It seems almost impossible to hold that the rules are to be interpreted in such a way that a vessel will be placed in such an extraordinary difficulty, but we cannot see how it can be otherwise. Taking the towing vessel to be under steam, a tug or steamship acting as one, as in ninety-nine cases out of a hundred would be the case, Articles 18, 19, or 20 apply according as the approaching vessel is a steam vessel meeting or crossing, or a sailing vessel proceeding in such a direction as to involve risk of collision, and the tug as a steam vessel has no right of way, but must act under the one or other of these articles which is applicable. At least so we read the Regulations by the light of such authority as there is. Since International Regulations have existed, under the rules of 1863, 1880, and 1884, a

tug towing has never been considered to have the right of way, but has always been bound to act under the rules corresponding to Articles 18, 19, and 20 as a steamship just as if she were a steam vessel unhampered. Under the Regulations of 1863 a tug, even if she had a heavy vessel in tow, was considered a steamship, bound by the ordinary rules applicable to steamships unhampered. So long ago as 1872 this was decided by Sir R. J. PHILLIMORE in the case of the *Warrior* (*Law Reports* 3, A. and E. 553). In that case it was objected that a tug with a ship in tow could not be manœuvred without great difficulty, and that therefore the rules that applied to steamships could not apply to tugs so encumbered, or if they did in general a departure from the rules was justified in such circumstances as the tow being heavy and the wind and sea being adverse, but the judge declined to accede to the argument. In the later case of the *American* and *Syria*, in 1874, the same judge applied his previous decision to the case of a steamship towing another steamship disabled, and found the towing steamer to blame for not keeping out of the way of a sailing ship. This case went on appeal to the Privy Council, and was affirmed. In explaining the duties of the towing vessel the Privy Council stated that allowances must be made for the "encumbered steamer," and another vessel approaching her had the duty of additional caution imposed upon her. But the modification appears only to go to this, that the tug is not expected to do impossibilities, and no doubt whatever was thrown on the general principle laid down by Sir R. J. PHILLIMORE. Since these decisions there have been alterations in the regulations, but the particular navigation rules applying to steam vessels have remained practically unaltered in the Regulations of 1880 and 1884, and their application to towing steam vessels has not been questioned. The present Articles 18, 19 and 20 are simple reproductions of the earlier corresponding articles, the only alterations being purely verbal and wholly immaterial, the substitution, in fact, of the words "steam vessels" or "steam vessel" for "ships under steam," or "steamship," being the chief difference. The natural, and we think necessary, inference to be drawn is that these articles were intended to have the same application as the former articles had as interpreted by accepted judicial authority. Indeed, the articles may fairly be read as if the words "steam vessels" were expanded into "steam vessels, whether towing or not." It is indeed, we think, perfectly clear that Articles 18 to 20 apply in general to steam vessels towing. Then is it to be assumed that Article 15 introduced an exception, and took towing

vessels out of the application of those articles in certain circumstances, namely, when sounding the three-blast signal? Article 15 does not say so, and there is no other article with any such instruction. We cannot see how the exception can be inferred simply from the fact that the newly authorised signal, through being made to do duty for vessels in different circumstances, may lead to confusion. Articles 18 to 20 are inapplicable to vessels which cannot be manœuvred, not because they make the "not under command" signal, but because they are not under command, and, as far as we can see, a towing vessel is not freed from the necessity of obeying these articles by the mere fact of making a signal which is also the "not under command" signal. She is bound by these articles if she can obey them, and, as the Courts have held, she is not considered as unable to obey them by the mere fact of being a vessel engaged in towing. We may, of course, be wrong, but this is the way we interpret the rules.—*October* 12.

REGULATIONS FOR PREVENTING COLLISIONS AT SEA.—SPEED IN FOG.

A few days ago a correspondent expressed in these columns his surprise that there was no definite rate as to the speed beyond which a vessel should not go in foggy weather, and suggested that there ought to be a fixed maximum rate of four knots within a distance of fifty miles from land. Probably few practical seamen will agree with this suggestion, but as excessive speed is undoubtedly one not uncommon cause of collisions and strandings in thick weather, and it is not unreasonable to suppose that a strict legal limitation of the speed to be permitted in such circumstances would tend to diminish accidents of this kind, it may not be inopportune to discuss the subject. It may be noted that in none of the various rules made since 1863 has attempt been made to enforce any maximum rate of speed. In Article 16 of the regulations of that year the rule was laid down that "every steamship" should, when in a fog, go at a "moderate speed." This was expanded in 1880 to include sailing ships and to enlarge the circumstances to cover mist and falling snow as well as fog. In the regulations of 1884, which were in force until last July, the rule remained unaltered, and in the new regulations, although the rule is amplified, "moderate speed," without further explanation, is all that is ordered until the sound of a fog signal is heard. "Every vessel shall in a fog, mist, falling snow, or heavy rainstorms, go at a moderate speed, having careful regard to the

existing circumstances and conditions." As it can hardly be imagined that the suggestion to limit the speed to a definite number of knots was not considered by the authorities responsible for the various regulations, it may be assumed that there were cogent reasons against its acceptance. In fact, the suggestion has been seriously considered, and at least at the Washington Conference in particular it was pressed, but after considerable debate held to be impracticable, and, as far as we can see, for amply sufficient reason. It must be admitted that a strict rule limiting speed, if equally strictly obeyed, would be the means of saving some accidents, both of the nature of collision and of stranding, which are at present not avoided, but this admission does not amount to much. A rule measured by a fixed maximum speed to be of any value at all would have to be upon a very low basis, for several reasons. It is almost certain that whatever number of knots was specified as the maximum limit it would in practice be assumed that any vessel was entitled to proceed at this rate, whatever the weather. Accordingly a speed must be specified which presumably would be safe in the worst weather. Also a speed must be stated which would be slow, not only for the handy and highly efficient first-class mail steamship, but also for the lumbering and possibly badly-equipped tramp. What speed, then, could be named as safe in all circumstances and for all boats? Our correspondent selects four knots as "a very proper speed." It is easy to see that in very thick weather, in crowded or otherwise dangerous waters, for an unhandy eight-knot tramp even this would be too high a speed. But a "safe speed" is obviously a relative term depending upon all the circumstances of the case, and could it be expected that in weather which is just within the rule when the range of vision is only comparatively limited by mist the speed of a twenty-knot boat would be brought down to a four-knot limit? It would not be and it could not be expected. The only result of the rule in such case would be that, instead of reasonably reducing speed as he might otherwise do, which would be an acknowledgment that the rule applied, the master of the liner would keep on full speed, electing to consider that the weather was not within the meaning of the rule. The suggestion of our correspondent to limit the application of the rule to the more dangerous waters, and not to the open sea generally, is not new, and does not meet the difficulty. Fifty miles from land is his criterion of such dangerous waters. Even so limited, the rule would be almost equally impracticable, and it would also not meet the necessity of the case. The faster

boats would not be content to creep along for hundreds of miles simply because they were within an arbitrary distance of land, while the rule would leave out of account waters in which risk of collision might be quite as great. In our opinion any rule giving a maximum rate of speed measured by knots, and whether limited to certain waters or not, would be both impracticable and mischievous. It seems amply sufficient to make the limit a "moderate speed," and leave this to be interpreted, as heretofore, by the common sense of navigators with the assistance of judicial opinion.—*September* 20.

REMOVAL OF WRECK.—BARRACLOUGH v. BROWN.

The decision of the House of Lords in the case of "Barraclough *v.* Brown" has been given, as was rather anticipated, in favour of the respondents, the owners of the *J. M. Lennard*. A peculiarity of the decision, however, is that although most of their lordships expressed opinions upon the merits of the question at issue, the main ground of the decision dismissing the appeal was that the High Court had no jurisdiction to hear the claim, a point which seems not to have been raised until after the case reached the House of Lords. The action was brought by the Aire and Calder Navigation Undertakers against the owners of the *J. M. Lennard* to recover the cost of attempting to float and of removing by explosion that vessel, which had sunk in the River Ouse in August, 1894. Previous to the expense being incurred the defendants had abandoned to their underwriters, and the underwriters in their turn had given notice to the plaintiffs that they abandoned the wreck, the salvage being impracticable. The plaintiffs had, apparently, rather an uphill work before them, in face of the House of Lords' decision, "Arrow Shipping Company *v.* Tyne Improvement Commissioners." This, the *Crystal* case, was to the effect that in the Tyne, at all events, the "owner," who is made liable for such expenses, is not the person who was owner of the ship at the time of the accident, but, if anyone, is the person who owned the wreck when the expenses were incurred. The plaintiffs to succeed had to distinguish the two cases. The main distinction was that in the *Crystal* case the Tyne authorities had to rely upon Section 56 of the General Statute, the Harbours, Docks and Pier Clauses Act, 1847, which states that the expense of removing any "wreck" shall be repaid by the owner, while the Aire and Calder Undertakers could base their claim under their

private Act, which gave them the right to recover the expenses from the owner of the "vessel." It was, therefore, contended that although the owner of the "wreck" might well mean the owner at the time the wreck was removed, the owner of the "vessel" who was made liable under the Act for the expenses of removing the obstruction must mean the original owner of the ship. Other arguments were put forward on behalf of the plaintiffs, that the defendants could not abandon a ship in artificially improved navigation waters, that they were in fact still owners, their names being still on the register, which had not been closed, and so forth. They failed, however, to persuade Mr. Justice MATHEW, who decided that the *Crystal* case was directly in point and gave judgment for the defendants. This judgment was affirmed by the Court of Appeal on the same ground, namely, that the House of Lords' *Crystal* decision applied, that "owner" meant owner when the expenses were incurred, and that an owner who has abandoned to underwriters before the expenses are incurred is therefore not liable. That decision was arrived at in the Court of Appeal in March, 1896, and at the same time, or shortly after, there was pending in the Privy Council an appeal from the Supreme Court of Victoria in which a question was involved which was supposed to be very similar; at all events it was a dispute as to the liability of the registered owners for the cost of blowing up the wreck of the *Gambier* in the harbour of Port Phillip. As many of the law lords sit both at the Privy Council Board and in the House of Lords, while these two Courts of Final Appeal may be very differently constituted, and each, though respecting decisions of the other tribunal, is not bound thereby, it was interesting to see which appeal would come on first and which Court would have the final say in the matter. The Victoria case "Smith and others *v.* Wilson," as it happened, was heard first, a strong Court of no less than eight, including the Lord CHANCELLOR and five other members of the House of Lords sitting to hear the appeal. The result was that the appellants were held responsible for the cost of removal of the wreck, although they had abandoned it, on the ground of their being registered owners of the ship. It might be thought that this was an expression of disagreement with the *Crystal* decision and the judgment of the Court of Appeal in "Barraclough *v.* Brown." In fact, it was not so. The case was distinguished on these grounds. The Victorian Statute, upon which the respondent, the port officer of the colony of Victoria, based his claim for repayment of the particular expenses, cast upon the owner of the ship obstructing

the port the duty to clear away the obstruction, and the Court held that under the statute this duty attached at once, and therefore was a duty binding the then present—that is, the original—owner of the ship. If he failed to perform the duty, and the port officer did it instead, the cost was recoverable from the owner of the ship, and their lordships held that this meant the same person. The English General Act of 1847 did not throw any such duty on the original owner, and only made responsible the owner of the "wreck." In the *Crystal* case, which depended on the meaning of the 1847 Act, their lordships held that owner of wreck meant owner at the time the expenses were incurred. In "Smith *v.* Wilson" the question was who was the owner of the ship, and the Privy Council were able therefore to distinguish the cases and hold "owner of the ship" in the Victorian statute meant the original owner who, under the Act, ought to have done the work for which the expense was incurred. "For reasons similar, but not the same," their lordships did not consider that the judgment in "Barraclough *v.* Brown" needed consideration. This left the "Barraclough *v.* Brown" appeal to be dealt with by the House of Lords without any light being thrown upon it by the "Smith *v.* Wilson" decision. For some reason, a considerable interval of time—nearly a year—elapsed before the appeal was heard. It has now been heard and decided, and, as we have said, it really went off on a comparatively minor issue. Under the Aire and Calder Act the "Undertakers" are given the right of recovering the expenses of removal "in a Court of Summary Jurisdiction." This the House of Lords has decided is the limit of their right. Claiming under the Statute they can only proceed in the prescribed manner. Any proceeding they take must be not in the High Court but in the inferior Court. In other words, the High Court had no jurisdiction to hear the claim at all unless by way of appeal. It was, of course, a very technical ground of decision, and accordingly most of their Lordships, for the satisfaction of the parties, stated what their decision would have been on the merits. This was to the effect that Clause 47 of the Aire and Calder Act had much the same effect as Section 56 of the General Act of 1847, no duty being imposed on the original owner, the owner liable was the owner at the time the expenses were incurred, and the original owners having abandoned they were not the parties liable under the Statute. Their lordships, therefore, although they did not dismiss the appeal on the same ground as the Courts below had acted, yet agreed with the opinions expressed in those Courts. All the various decisions show that in each case the particular

Statute relied upon must be closely inspected to see which particular owner is referred to in the particular Act. It is not a very satisfactory state of affairs, but, under our present system of Local Acts, that cannot be helped.—*July* 28.

RESPONSIBILITIES OF MASTER.

In two actions tried in the Admiralty Division last Thursday the question upon which each decision rested was the same, and this was whether or not the master of a vessel had been guilty of negligence. In one case it was answered in the negative, and in the other in the affirmative, and, unlike as the cases are, they may be usefully compared, as the judgments show how much more is expected of a master in his capacity of navigator than as agent responsible for his performance of the affreightment business of the ship. In the first case "Work *v.* the owners of the *Shillito*," the plaintiff, as late master of the *Shillito*, sued for wages and disbursements and the owners counter-claimed for damages alleged to have been suffered through the plaintiff's negligence. The vessel had been chartered to a Mr. Conti, of Spezzia, and it was a term of the charter-party that the owners were to have a lien on all cargoes and sub-freights for freight and hire due under the charter. The vessel was sub-chartered, a cargo was loaded, bills of lading were tendered and signed by the master, showing that freight had been paid in advance, and when the necessity arose to enforce the lien for the charter freight, in default of its payment by Mr. Conti, the owners found they had no power to enforce their claim, as there was no bill of lading freight due, and no lien reserved. Without any further explanation it would seem the master had been guilty of very great negligence, for which he would be liable, but a perusal of the charter-party enabled the judge to entirely absolve the master. Under one clause the master was to sign bills of lading "at any rate of freight the charterer or his agents may choose," the charterer agreeing to "indemnify the owners from any consequences that may arise, "from the captain's signature to such bills of lading or in his "otherwise following the charterers' instructions." How in the face of such a clause the master could be blamed for signing bills of lading making nominal or no freight payable it is difficult to see. It is just remotely within the range of possibility that the master of the *Shillito* might, notwithstanding the prepayment of freight, have refused to sign the bills of lading presented without some clause being inserted giving a special lien for any charter

freight which might be unpaid. He did not take this course, and, as far as we can see, he acted in the only reasonable way open to him—signed the bills as presented. It was unnecessary for the judge to decide if the master was absolutely bound to sign such bills of lading, but he held that the master had acted in perfectly good faith upon the view which the judge himself was inclined to think was the right view, namely, that the lien clause in the charter-party was, in the circumstances, inoperative. Whether the view was right or wrong, the judge held that it was not a negligent act to act upon it, and he accordingly gave judgment for the plaintiff. To have held that in such circumstances the master had acted negligently would have been to have made the master responsible for not interpreting a charter-party in a way which few men not lawyers and not one lawyer out of a dozen would have interpreted it. The cause of the trouble was the form of the charter-party, and the master seems to have expressed the views of a sensible and shrewd man when he stated to the managing owner that the more he studied the charter the less he thought of it. The second action, "Dyer *v.* Jones," was brought by the indorsee of a bill of lading against the owner and master of the sailing ship *Waterloo*. The claim was for damage to cargo in these circumstances. The cargo of oats was shipped for carriage from Cork to Swansea, under bills of lading which did not contain any negligence clause. The *Waterloo* proceeded to Swansea, and there grounded just outside the entrance to the North Dock Basin. She gradually listed to port, but, as the water ebbed, suddenly took a list to starboard, fell over on her beam ends and filled. The defence was that the damage was caused by excepted perils. The judge, however, was of a contrary opinion, and held in favour of the plaintiff. It appeared that the master brought his vessel in without making any inquiries about the nature of the ground, assuming that "it was all right unless he was warned." The vessel, in fact, sat on the edge of a bank where she had no business to be. The judge said, "I think, "broadly speaking, even with small vessels carrying perishable "cargoes like this, it is their—the masters'—duty to have reason- "able grounds for believing that where they ground they can do so "with safety." The distinction between the two findings seems to be that in a matter of nautical practice the master will be expected to act as a skilled expert should. In matters more of mercantile practice, which are only from the necessity of the case within his duty, he is only bound to exercise reasonable care.—*December* 21.

RIVER THAMES.—DUTY OF CORPORATION TO PROVIDE TUG.

When the Corporation of London obtained their statutory power to construct the Tower Bridge, Parliament thought fit, in the interests of navigation, to impose upon them a rather peculiar duty which has already involved them in litigation, and, as far as we can see, is not unlikely to do so again. Under Clause 54 of the Tower Bridge Act, 1885, the Corporation is bound to "provide "and maintain a steam-tug upon the River Thames between the "Shadwell entrance to the London Docks and London Bridge "for the purpose of assisting vessels and barges navigating the "centre channel of the Upper Pool." The Corporation has accordingly provided a tug called the *Aid*. Under the statute the tug has only to assist craft navigating the centre channel, but it seems that rather more than this duty used to be performed, as the tug was accustomed to assist vessels coming out of St. Katharine Dock. That tug assistance must often be required can hardly be questioned, as vessels coming out have to be straightened to be in a position to proceed down the river, and there is not much room to execute the manœuvre, especially when the pool is at all crowded, the bridge being only about 150 yards above the entrance to the dock. Still the statute does not throw this particular duty upon the Corporation, and for the last fifteen months or so the tug *Aid* has not assisted vessels actually coming out of the dock. A few days ago two actions were heard in the Queen's Bench Division, brought against the Corporation, in each of which one question was whether the *Aid* had been in default for not rendering such assistance as the Corporation were bound to afford. One was the case of the *Orotava*, the action being brought by the Mersey Steamship Company. The *Orotava* came out in the usual way—stern foremost—a little before high water, but as she backed out she had to stop her engines, as there were a number of barges in the river. The consequence was that she drifted within a few feet of the bridge while still athwart stream, and then had to put her engines on ahead to avoid colliding with the bridge. It seems to have been a case of Scylla and Charybdis, for though the *Orotava* cleared the bridge she struck a steamship belonging to the General Steam Navigation Company, the *Falcon*, fouling her moorings and damaging her own propeller. It was alleged by the plaintiffs that the *Aid* was present, but never attempted to render assistance, and that, therefore, a breach of the statutory duty had been committed, and the Corporation were liable for the consequent damage. It seems to have been practically admitted that the tug did not assist or attempt to assist the

Orotava, as the dispute on the facts was whether or not the *Orotava* was in the centre channel, but the question of fact was decided in favour of the plaintiffs, the jury finding the vessel before and at the time of the accident was navigating the centre channel—that is, was in the part of the river where she was entitled to receive the assistance of the tug. A question of law was then raised as to whether the Corporation were liable, inasmuch as the harbour-master seems to have given some order as to where the tug was to lie, and it was argued that the tug was under the harbour-master's directions. The judge, however, held that the tug-master having been guilty of breach of duty the Corporation were liable as masters of the master in charge of the tug. On the facts as found the judgment seems entirely justified. On the same day another action against the Corporation was tried, the case of the *Eddystone*, in which the Clyde Shipping Company were the plaintiffs. The *Eddystone* was coming up the river to enter St. Katharine Dock. She came up intending to swing from the transporting buoy opposite the dock and enter stem first. The tide was, however, too strong for her, the boat was unable to get the rope to the buoy, and although the anchor was dropped it failed to bring the vessel up, and she struck the bridge, with the result that the mast struck the bascule, and was broken. There were two charges against the Corporation—one was that the *Aid* did not come to the assistance of the *Eddystone*. This, however, was disposed of by the judge finding on the evidence that the tug did cast off as soon as the danger was seen, to go to the assistance of the vessel, but was prevented from getting to her in time by some barges which were being towed up being in the way. The second charge was also for alleged breach of another statutory duty in not raising the bascule. This also failed, as it was proved that the bridge watchman did his best to get the bascule lifted as quickly as possible. This was sufficient to justify judgment being given, as it was, for the Corporation. There was, however, also some evidence, though it is not clear that the judge relied upon it, that the *Eddystone* was brought up in rather a rash manner, trusting to taking the buoy, and so turning instead of dredging up head to tide from lower down the river. There is not a great deal to be learnt from these decisions beyond what it might be assumed ordinary common sense would teach, namely, that the statutory duties thrown upon the Corporation must be fulfilled so far as is reasonably possible, but that the Corporation is not expected to do impossibilities, and if their servants honestly use their best endeavours to carry out the duties imposed that is all

that will be expected of them. At the same time a statutory duty will always be strictly enforced, and, although we are far from saying that these particular duties are unreasonably onerous, they may be expected to give the Corporation from time to time some trouble.—*July* 20.

REGISTRY—TRANSFER OF.

SIR,—We have a friend who has purchased a boat, say in Italy. He resides at Sunderland, and he wishes to transfer her port of register to Sunderland; the boat is mortgaged at Hull, and the mortgagee refuses to transfer the port of register. Can the mortgagee be compelled to do it?—Yours, &c.,

Newcastle, Feb. 17, 1897. SHIPBROKER.

[The application for transfer must be made by declaration in writing of all persons appearing on the register to be interested either as owners or mortgagees. (See Merchant Shipping Act, 1894, Section 53, and Gardner's "Registration of British "Ships," page 17.) We do not see how the shipowner can compel the mortgagee, any more than the mortgagee can compel the shipowner, to sign the declaration.]

REGULAR TURN.

SIR,—My vessel, 207 tons register, was chartered to load a cargo of coals in regular turn with other sailing ships. On arrival on the 27th ult. the shipper said her turn for loading would be the 31st inst. Can the merchant (with whom vessel was chartered) compel her to lay up to that date without claiming demurrage? If not, how long am I compelled to lay before making such claim? Is a charter-party with a penny stamp affixed binding?—Yours, &c.,

October 2, 1897. MASTER.

[It is a question of fact, what is the "regular turn." The ship is bound to wait her turn by the terms of the charter-party. The stamp for a charter-party is a six-penny stamp. An ordinary postage stamp for the amount may be used.]

SALVAGE.—NEGLIGENCE OF TUG AND TOW.

The judgment of the Admiralty Division in the case of the *Altair* is of special interest to tug-masters and owners, as it is a decision not only upon the rights of tugs as salvors, but upon the duties of tugs performing ordinary towage contracts. The *Altair*, a four-masted German barque, on a voyage from San Francisco to Hull with a cargo of wheat, arrived at Falmouth in due course, and her master there hired the tug *Blazer* to tow the *Altair* to Hull for 120*l*. The vessels proceeded without material incident until they got off the Humber, when a course was set from the Outer Dowsing, which was intended to bring them to the Spurn Lightship. The weather came on foggy, and instead of making the Spurn the vessels found themselves the other side of the entrance, and before they were brought up the *Altair* was ashore. The *Blazer* tried to tow her off, but failed. A second tug, the *Humber*, which was engaged in salving another vessel also ashore, came up to the *Altair* and offered her services for one tide, whether successful or not, for a fixed sum of 500*l*. It was some-

where about high water, and prompt assistance before the tide fell was important. The master of the *Altair* accordingly accepted the offer, as he could not get better terms. The two tugs then towed, but could not get the ship off, and as the tide fell the attempt was given up. The *Humber* was then sent to Grimsby to fetch some more tugs, and while she was away the crew of the *Altair*, with some assistance from the shore, jettisoned about three hundred tons of cargo. The *Humber* brought back from Grimsby two more tugs—the *Gipsy King* and the *Southern Cross*—and when the tide again rose all four tugs got hold of the *Altair*, towed her off almost as soon as they started towing, and took her into Grimsby, where she anchored. The next day the *Altair* went up to Hull, all four tugs accompanying her. Salvage was thereupon claimed. The *Humber* claimed her 500*l.* under the agreement, and also salvage for her subsequent work; the other two Grimsby tugs and the *Blazer* claimed salvage generally. That salvage was due was, of course, clear, but two special points were raised in the defence of the owners of the *Altair*. First, as to the *Humber*, it was pleaded that although the agreement for 500*l.* had been entered into it was unreasonable and made under duress, and should therefore be set aside, salvage only being due to her and to the other two Grimsby tugs for the successful services really rendered. As to the *Blazer*, the defendants not only denied any liability to pay her salvage, but they counter-claimed against her for all the expenses to which they were put—the liability to pay salvage, the loss of the jettisoned cargo, and so forth—on the ground that the whole trouble had been caused by the negligence of those on board the *Blazer*. With regard to the agreement with the *Humber*, the judge held that it could not stand, as it was manifestly unfair and unjust. The reasons given in the judgment again show the circumstances under which a contract of this kind will not stand. The judge pointed out that if the tug had been successful there was no reasonable certainty of her obtaining a reward exceeding 500*l.*, whereas the ordinary payment for the unsuccessful service would be a very trifling sum; and, as far as we can see, the principle seems to be that an agreement is to be considered unreasonable, and therefore not to be sustained, if the amount specified is considerably more than would have been awarded in the same circumstances if there had been no agreement—assuming, of course, that the agreement has been entered into under what is considered compulsion. There would be no compulsion if the master of the salved vessel had preferred to enter into an agreement to save the possibility of a

larger claim being made in the event of the service being successful. On this point of the case the judge made an observation which should be noted by tug-masters: "To sanction the "agreement in this case would practically tend to encourage "the masters of tugs round the coast of this country to refuse "to render services for less than what they might rely on "receiving if their services should prove successful, and to "stipulate that they should be paid to this extent whether their "services should be successful or not, even though the services "involved no risk to the tugs." As we have before now pointed out, the Court looks with disfavour on any attempt to extract an agreement from a person who, from his position, is unable to exercise a free judgment. The values of the *Altair* and her cargo being something over 36,000*l.*, the Court awarded the *Humber* 400*l.*, and to the two other Grimsby tugs 300*l.* and 200*l.* The claim of the *Blazer* and the counter-claim against her raised a question of some importance as to the duty and responsibility of a tug under an engagement to tow. There is no doubt that the tug is bound to use proper skill and diligence, and not by neglect or misconduct to create unnecessary risk to the tow, and if any wrongful act by the tug occasions damage to the tow the tug is liable, unless the tow has contributed. Now in this case the Court has held that the courses taken from the Outer Dowsing were wrong courses. The first question which had to be decided was, Who was responsible for those courses? It was also found that it was negligent to continue on the final course, as by proper soundings being taken it ought to have been discovered that the vessels were not on a safe course. The second question therefore was, Who was responsible for not discovering the danger? There was a conflict of evidence as to the arrangement between the *Blazer* and *Altair* for the management of the navigation, but in fact the ship did not give any orders. In these circumstances it was a question of law which vessel has the responsibility for directing the course. The tow, no doubt, has the absolute right to control the tug, but in practice there cannot be any doubt that the tow does not interfere, and the tug really sets the course. This has been recognised in a Privy Council case, where it was laid down that "when no "directions are given by the vessel in tow the rule is that the tug "shall direct the course." It was not quite clear whether this power to direct the course was accompanied by responsibility for the course being a proper one, but this has now been made clear. In this judgment it is laid down that "as no directions were

" given by the ship to the tug, the latter was responsible for the " direction of the course." It is of importance that this should be understood, and it is quite as necessary that the further duty of the tug to take all proper steps to check the safety of the course should also be appreciated. The *Altair* was taking soundings at intervals, and eventually found the water shallowing so much that the knowledge was forced upon her that the vessels were going into danger. She then took steps to stop the tug, but it was too late. The tug, however, was not taking soundings at all, the excuse being that she could not sound without stopping, and that she was entitled to and was relying upon the *Altair* sounding, taking due warning and stopping the tug when necessary. This excuse the Court does not accept. The judge has decided that it is the duty of the tug, as well as the tow, to take soundings. For both reasons, therefore—for setting an improper course, and neglecting to check the error by soundings—the tug neglected her duties, and for being so negligent she was on principle barred from claiming salvage. If there had been no contributory negligence on the part of the *Altair* the *Blazer* would undoubtedly have been condemned to pay the whole damages, the consequences of the accident (as was done in the *Robert Dixon*, 5 P.D., 54). The master of the *Altair*, however, was found to have also been negligent in not checking the course, which he might have done, both by making the proper calculations which the sailing directions showed him should have been made, and also by properly noting the soundings, which showed that the water was shallowing. Upon the finding that the *Altair*, by the exercise of ordinary care, could have avoided the consequences of the negligence of the tug, it was held that she was barred from recovering damages from the tug. The result was, therefore, that the *Blazer* recovered no salvage, but was not condemned on the counter-claim. It is certainly an instructive case, and should be duly noted.—*March* 19.

SALVAGE APPORTIONMENT.

Complaints as to the manner in which salvage is apportioned in that description of case in which the service chiefly consists in supplying steam assistance are not infrequently made both by individuals and by representatives of classes of salvors. It is difficult, however, to see any real cause for dissatisfaction with the present system of apportionment. The main division is between the owners, the master and the crew, and the usual practice adopted by the courts, subject to variation for special

reasons, is to give about three-quarters to the owners, about one-tenth to the master, and the rest to the other members of the crew. The division in such cases is not absolutely confined to these proportions, but seldom varies materially from them, and at least so far as the owners' share is concerned this is said to be the ordinary rule (see the "*Hazelmoor*," *Shipping Gazette*, March 16, 1897). Probably this main division is admitted to be satisfactory, but objection is raised to the subdivision of the crew's share—that is, among all those on the articles except the master, "according to their ratings," which is the principle adopted by the Court. Sometimes it is objected that the deck hands have the extra work to do, and therefore should not be placed only on a level with the engine-room hands; sometimes it is said that the "non-navigating" portion of the crew should have their share reduced; and sometimes a more general complaint is made that the ratings afford no proper guide to the rightful claims of the different members of the crew. The question between deck and engineer departments merits little comment, as there is just as much to be said in favour of preferring as of deferring the engineers to the deck hands. There may be something in the contention that the non-navigating men—doctor, stewards, purser, cooks, and so forth—should not be placed on equal terms with the others. At all events the Court has decided that there is, for in one case, at least, the share allotted to them has been reduced by half, on the ground that they had not taken part in rendering assistance (see the "*Spree*," *Law Reports*, 1893, page 147). That, however, was a rather special case, and the judge particularly stated that he was not laying down any rule that the "non-navigating" persons should be looked upon with a discriminating eye. If any such rule had been laid down it would have gone far towards discrediting all division by ratings. Indeed, the particular decision lends some countenance to the contention of those who do take the general objection, inasmuch as it places those who have rendered particular personal service on a different footing to those who have only been willing to do so. It would only be a short step further to hold that all hands should have the relative amount of their services discriminated, and should be rewarded in accordance with the amount—a principle which could not in practice be carried out. In some correspondence addressed to the judges of the Admiralty Division in the earlier part of the year it was urged, not indeed that discrimination should be exercised to this extent, but that "all officers and deck hands" should be rewarded in accordance with the extra labour which

they are called upon to perform. Nominally this was to be at the expense of doctors, cooks, stewards, and others of the non-navigating portion of the crew, but it obviously would have differentiated between deck and engine-room hands, and may be taken to have been an attempt to substantiate a general principle of apportioning salvage according to services personally rendered. For many reasons, however, we should be sorry to see any attempt to carry this out in general practice. First, it would be impracticable; it would be obviously impossible to examine into the actual services rendered by each member of the crew, or even to differentiate with any approach to accuracy between extra work done on deck and below deck. Also the adoption of any rule that salvage should be apportioned in accordance with labour performed would render unofficial apportionments a constant source of dispute; each class and almost each individual of a crew of salvors would be dissatisfied with the special division made. Again, any such division would be no more equitable than the present, may-be arbitrary, apportionment. Salvage is given for services rendered, but this service does not by any means consist solely of the particular work done. Actual work performed, responsibility undertaken, and risk incurred, and the liability to danger and labour are all part of the service. Who, then, can possibly estimate so far as the service is concerned between, say, the chief officer and the chief engineer, or between one of the A.B.'s and a steward? The strain of towing may do damage in the engine-room as it may on deck, and the risk of it may require just as much care to avert in the one case as in the other. If a cable carries away, the steward, if he is in the way—as he may well be in the course of his duty—may get a leg broken just as easily as an A.B. Then who can say how the doctor's responsibilities are affected? He may not have any special work to do, but half a dozen men might come on his hands for injuries. Besides this, there is always some risk which affects the ship, and therefore the whole ship's company. On the whole we cannot help thinking that, rough and ready as it may be, the present rule of apportioning *pro ratâ* according to ratings, with the power which can be exercised to give an extra share for special services, is as satisfactory a way of dividing the money as can be devised.—*October* 9.

SALVAGE GAS FLOAT.

It is not often that a dispute as to the liability to pay such a small sum as fifteen pounds is only decided after an action in a court of law followed by three appeals—the full extent to which

the litigation could be carried. In the case, however, of the Gas Float Whitton No. 2 this course has been adopted, with a result which, in our opinion, will do no good to anyone, not even to the successful parties. The float was a peculiar "object," as it was styled for want of a better term, consisting of a boat-like hull fifty feet long by twenty feet broad, the interior being wholly occupied by a cylinder which contained gas sufficient to keep a light burning for five or six weeks. It carried no crew, had no mast or rudder; it could not be rowed or propelled in any other way, and could only be towed with great difficulty; it was, in fact, a big buoy showing an automatic light. While moored at a station at the mouth of the Humber, one day in December, 1894, it broke loose, drove towards the Lincolnshire coast, and after various driftings and strandings in the Humber two waterside men fastened ropes to it and moored it to the bank, some thirty miles from the sea, to prevent the tide carrying it further, with possible loss or serious damage. The two men brought an action to recover salvage in the Hull County Court, but, although the services seem not to have been disputed, the Corporation of the Trinity House of Hull defended the action on principle, objecting to the jurisdiction of the Court on the ground that the float was not a proper object of salvage. The usual objects of salvage are ships or their cargoes in some state or other, floating, sunk, wrecked, derelict, or as it may be, and the legal dispute resolved itself into two questions—first, whether the float was a ship; and secondly, if not a ship, whether the class of subjects for which salvage is awarded was elastic enough to include the float. The County Court judge held that the float came both within the meaning of the term "ship" and also "wreck," and awarded the plaintiffs 15*l*. On appeal to the Admiralty Division the judgment was affirmed; for although the Court held that the float was neither a ship nor a wreck it was in the opinion of the Court a structure used in connection with navigation, and exposed in the ordinary course of its use to perils of the seas, and was, therefore, within the jurisdiction of the Admiralty. An appeal to the Court of Appeal followed. There it was held that the float was not a ship in any sense, that salvage could only be given for saving "a ship, her apparel or cargo, and the wreck of these and freight," and the statute-added subject of "life." The appeal was therefore allowed. The salvors thereupon appealed to the House of Lords, but their lordships have now dismissed the appeal, expressly agreeing with the Court of Appeal that there are no proper subjects of a maritime claim

for salvage other than vessels or ships used for the purpose of being navigated, and goods which at one time formed the cargoes of such vessels, whether found on board, or drifting on the ocean or cast ashore, and also agreeing that the float was not a ship. The owners of the float have, therefore, now been entirely successful in maintaining their contention that their property of this nature is not subject to salvage. What possible advantage this can be to them or other lighthouse authorities it is difficult to see. Seamen and fishermen are willing enough to undertake work, arduous or even dangerous, when they know that if successful they will certainly be entitled to liberal payment for their labour, safely secured on the property itself. It is not reasonable to suppose that such men will take any trouble to save property for which no salvage is payable. Possibly it will be said that the persons who do save buoys and floats will be dealt with properly and will be adequately rewarded. There is a very great deal of difference, however, between a sure claim for salvage and a possible voluntary dole from an unknown owner, and it is a difference which will be readily understood and appreciated by the parties interested. We cannot help thinking that the result of the litigation is to be regretted.—*May* 29.

SEAMAN.—DUTY TO TAKE DISTRESSED SEAMAN ON BOARD.

There is a good deal to be said in favour of the statutory provision which makes it compulsory on the master of every British ship at any place abroad, when required, to receive and afford a passage to distressed seamen who are "subjects of Her Majesty," or have been left behind from British ships. Possibly distressed British landsmen abroad are as deserving of relief as seamen in the like condition, but seamen, from the very nature of their profession, are peculiarly liable to the experience of finding themselves stranded in foreign ports, and it is right that special provision should be made for them. The proper assistance is employment, and, if this cannot be obtained, then the fit alternative is to send them home. Without some sort of compulsory power to ship them it would be useless to burden our consular or other authorities with a charitable duty which they would certainly, in some cases, find it very difficult to perform. There is no reason why such power should be unduly onerous if it is properly guarded by limitations, and sufficient remuneration as passage and subsistence money is assured to compensate the owners. Under the statute there is a limitation. A master is not obliged to take more than one distressed seaman for every fifty tons

... ship, and passage money is made payable upon such ... the Board of Trade may allow. Possibly the scale ... s not make the business particularly remunerative, but ... owners are not inclined to complain, and are willing to ... he duty thrown upon them. We cannot help thinking, ..., that it is matter for regret that doubt should be ... on the efficacy in working of the statutory powers, as ... ms to have been by the recent case of the master of the ... *Castle*. When the *Doune Castle* was at Port Louis, ... uritius, the request was made by a deputy-superintendent of ... e mercantile marine that a distressed seaman should be taken ... board. The request was not acceded to, and the master on ... arrival was prosecuted at Bow Street for failing, without reasonable cause, to comply with the requirements of the Act. It is but fair to the master to state that the magistrate was of opinion that there was no evidence to show that he would have refused to take the man on board if asked to do so just before sailing. The prosecution, however, failed on a point of law, and it is that which makes the case of some importance. Various technical objections were raised by the defence, but the one which succeeded was that the deputy-superintendent had no power to order the master to take a distressed seaman on board. The Statute (Sections 191 and 192) gives the authority to "Governors of British Possessions, British Consular officers, and "other officers of Her Majesty in foreign countries," and it was argued that in this case the power therefore lay with the Governor of Mauritius only. The magistrate was asked by counsel for the Board of Trade, who prosecuted, to draw the inference from the fact that the deputy-superintendent of the mercantile marine was discharging the particular duties, that he was so acting under authority properly delegated to him by the Governor, but the magistrate refused to make any such inference. We cannot help thinking that the inference ought to have been made, and that the summons ought not to have been dismissed on this ground. Obviously the Governor cannot act in such a matter in person; he can and is bound to depute the duty to some officer. The deputy, no doubt, need not be the superintendent or shipping master; he may be a Collector of Customs or a Registrar of Shipping, but where there is a superintendent there cannot be any reasonable doubt he is the official who is the Governor's deputy to execute the duties with respect to masters and crews of British merchant ships. Section 124 specifically makes the superintendent, if there is one, the officer responsible

for the most important duty with regard to seamen—the supervision of their engagement, and it can hardly have been intended that the duties should be subdivided. However, if the Act is not clear on the point it should be amended. A more important objection was raised by the defence. It was argued that under the present Act of 1894 there was no power to order a master to take a distressed seaman on board at all, though it was admitted that there was under the old Act. The argument seems to be founded on the assumption that by the Act of 1894 seamen can only be sent home in cases provided for by regulations made by the Board of Trade, and that the Board of Trade had not made any such regulations under the Act. We cannot follow the argument. Regulations certainly have been made by the Board of Trade—(Colonies, 1875; Foreign countries, 1888)—and these regulations are distinctly continued in force by the Act of 1894 (Section 745). The objection, however, seems to have been maintained with some confidence, and it is unfortunate that as the case turned out it was not necessary to dispose of it. Although in this case the prosecution failed, and so far may lead masters to think that they no longer have any duty to receive distressed seamen, it is well to point out that the result arose from the magistrate's view of a highly technical objection—a result not very likely to occur again in any similar case, and that as far as we can see the duty is the same now as it was before the Act of 1894, and can be perfectly well enforced.—*March* 31.

SEAMAN.—PASSAGE HOME.

The decision of Mr. Justice COLLINS last Friday in the case of "Edwards *v.* Steel, Young and Company" settles a question which, as it has been the subject of litigation, must be assumed to have been involved in some difficulty, though we fail to see how there could be any reasonable doubt in the matter. The chief question was whether a seaman discharged abroad, who is entitled under Section 186 of the Merchant Shipping Act, 1894, to be provided with a passage "home" is entitled to claim to be sent free to the port where he was shipped on the particular voyage, or whether it is sufficient to send him free to some port of the country to which the British ship belongs. Edwards was shipped at West Hartlepool, and properly discharged and paid off in Antwerp, and was thence sent to Grimsby, but, interpreting the Statute to entitle him to be sent to the place where he was shipped, he sued the owners of the vessel for the railway fare

from Grimsby to West Hartlepool, and maintenance until final arrival there. The Statute gives four alternatives to the owners. They must either (1) provide the seaman with employment on a British ship bound to the port in Her Majesty's dominions at which the seaman was originally shipped, or to a port in the United Kingdom agreed to by the seaman; or (2) furnish the means of sending him to "some such port"; or (3) "provide him with a passage home"; or (4) deposit with the proper persons a sum sufficient to defray the expenses of his maintenance and "passage home." The word "home" might be ambiguous, and mean either the particular home of the seaman or, by a strained construction, the place at which he was when he joined the ship, or else the general home country within the meaning of the Act. But "passage home" must be passage to some port, and as it is obvious that the seaman might live in a place which is not a port at all it is clear that the reference is, at all events, not to the actual place of residence as such. It must be to a port, and it must be to a home port. For this to be the port of shipment it must be assumed that this is the home of the seaman. This is out of the question. The clause, in fact, refers to any seaman belonging to a British ship. The man need not be a native of this country at all. He may be a Russian from Siberia, or a South Sea Islander. The statute certainly does not say that passage home is to mean passage to port of shipment. The object of the provision is obviously the best criterion; it is simply to ensure a seaman not being left at a port out of Her Majesty's dominions. If the master gives him substituted work the seaman is given the special right to be discharged at the port of shipment, the one where presumably he can best obtain employment as before. The next alternative is by mutual agreement. Then come the instances where substituted employment not being provided the seaman is sent back as a passenger. The seaman cannot be entitled to have quite as good an option in such case as where he had to work his passage. The Statute accordingly clearly gives the master a modified option of selecting. He may either send him back to the port of shipment or some other port in the United Kingdom, to which both parties agree, or he may give him a passage home, which must mean to any home port. To see that passage home means simply to a home port it is only necessary to compare the section with Section 191. Under that section a distressed seaman is to be given a "passage home," and that is expressly stated in the clause to be the country, and not the actual place in the country. Whether the master must be

deemed to have acted under the third or fourth alternative is immaterial; the provision under either is to be for a passage home, and the judge has held that providing free conveyance to Grimsby was so far a fulfilment of the statutory duty. A much more difficult question was also raised in this case as to whether, in addition to the passage home, the seaman was entitled to maintenance while on the voyage. The plaintiff claimed both wages and rations up to the time of reaching home. The judge decided that neither were payable by the defendants. How the claim for wages could be sustained it is impossible to see. As to maintenance it is not so clear. It might well be supposed that the duty to provide free passage must include the duty to provide sustenance while on the voyage. In the latter part of the section, however, "the expenses of maintenance and passage home" being mentioned as if maintenance was a distinct and separate expense, it may be that as the master was only bound to provide the "passage home" if he relied upon the third alternative, he might not have to provide any maintenance, though we are not of this opinion, but agree with the judge that passage home would embrace such a reasonable sum as would keep the man on the passage. The whole transaction, however, seems to have been done through the consul, and as the master paid all the consul demanded he was held by the judge to have fulfilled his obligations under the fourth alternative.—*April* 9.
[NOTE.—*See next Article.*]

SEAMAN.—PASSAGE HOME.

There has been a good deal of difference of opinion as to the extent of the liability of shipowners under the Statute to provide seamen discharged abroad with a "passage home," and it was tolerably certain that some time or other the decision of a Superior Court would be asked to settle the point. In "Edwards *v.* Steel, Young and Co." the question was submitted to the decision of the Queen's Bench Division, and the judgment has recently been reviewed by the Court of Appeal. It is rather unfortunate that to both Courts it appeared that in the particular case the interpretation of the phrase "passage home" was not necessary for the decision of the case; still, each Court dealt with the question, and the opinions expressed, at least in the Court of Appeal, will doubtless be considered as binding. The action was brought by a seaman who lived at West Hartlepool, and shipped on board a vessel, the *Capenor*, for a voyage from that port, for a period not exceeding one year, to certain ports and back to a final

port of discharge in the United Kingdom or on the Continent of Europe, between the Elbe and Brest. He was properly discharged at Antwerp, where the Consul arranged with the crew for the payment of their passage to Grimsby, the master giving a guarantee to the Consul for the particular sum which the Consul told him he would have to pay for the passage money. The seaman, the plaintiff, on arriving at Grimsby, took the train to West Hartlepool, and subsequently claimed from the owners of the *Capenor* (1) maintenance for one day at Antwerp; (2) maintenance on the voyage to Grimsby; and (3) the train fare from Grimsby to West Hartlepool. The claim could only be maintained, if at all, under the Statute which made certain expenses recoverable by the seaman as wages in the event of the master failing to comply with the statutory requirements. The particular section is Section 186 of the present Merchant Shipping Act, which is to the effect that where the service of any seaman or apprentice belonging to any British ship terminates at a port out of Her Majesty's dominions, the master, besides paying the wages to which the seaman or apprentice is entitled, shall also either (*a*) provide him with adequate employment on board some other British ship "bound to the port in Her Majesty's dominions at which he "was originally shipped, or to a port in the United Kingdom "agreed to by the seaman; or (*b*) furnish the means of sending "him back to some such port; or (*c*) provide him with a passage "home; or (*d*) deposit with the Consular Officer . . . . such "a sum of money as is by the officer . . . . deemed sufficient "to defray the expenses of his maintenance and his passage "home." When the action was tried in the Queen's Bench Division the judge held that the master, having paid the Consul what he demanded, had satisfied the requirements of the alternative given in Sub-section (*d*), and gave judgment for the defendants. The Court of Appeal have affirmed the judgment for the same reason, and in the particular case it was, therefore, unnecessary to decide what was meant by the words "passage home," a question really of much more material importance to be decided for the information of both consuls and shipowners. However, both Courts very properly considered the question and delivered their opinions thereon. In the Queen's Bench Division it was held that the passage to Grimsby was a passage home. For reasons which we will give presently, we think that this was a right and proper interpretation of the words. The Court of Appeal, on the other hand, have given quite a different interpretation. It is now held that "passage home" means passage "not to any port in the

"United Kingdom but to the port from which the seaman shipped, "or to some other port to which he did not object to go." We must say we fail to see how this is gathered from the Act. No doubt the providing with adequate employment, the first alternative, was to be to the port of shipment or to an agreed port; the providing means of sending the seamen back, the second alternative, was also to some "such" port; but the phraseology of the third alternative is altered, no doubt for good reason, or at least for some reason, good or otherwise. It is sufficient to provide a "passage home," and there seems no reason for thinking that this means "to some such port" previously mentioned, as the Court of Appeal seem to have held; while their appears to be good grounds for considering that, on the contrary, what is meant is simply to a United Kingdom or possibly British port. The clause itself throws little light on the matter, but the phrase "passage home" is again used in a nearly following section, where the meaning is made quite clear, and it is hard to believe that it should be intended to use the words in such closely-connected sections with different meanings. In Section 191, which makes provision for the relief of distressed seamen abroad, Consular officers and other officials are given power to provide any such distressed seaman with a "passage home." Is this to be to the port from which he "shipped," or "to which he did not object to go?" Certainly not; the "authority" is to "put him on board a British ship "bound either to the United Kingdom or to the British possession "to which the seaman belongs," or the seaman is to be provided with "a passage home . . . in any ship, British or foreign, bound as aforesaid." Obviously passage home there means passage to the home country of the seaman, not the home town of the man, and certainly not the last port from which he shipped or any other port he likes to select. Why the words should be given a different meaning in Section 186 we fail to understand. However, the Court of Appeal think otherwise, and although it is only an opinion not actually necessary to be expressed for the decision of the case, it will probably be received as authoritative. As far as the claim for maintenance was concerned, both Courts held that in the circumstances that justified the reasons given for the judgment —namely, that all claimed by the Consul was paid—this could not be recovered, but the Court of Appeal held that maintenance on board ship was, in general, properly payable, and, as we have already said in considering the judgment of the Queen's Bench Division, this seems to be a liability within the meaning of the Statute.—*July* 31.

SAFE PORT.—WIVENHOE.

SIR,—One of our clients, owner of a vessel of about 200/300 tons d.w., has chartered the ship to a good and safe port on the East Coast of England. Charterers have ordered the vessel to Wivenhoe, and we shall feel greatly indebted if you will inform us whether the said port can be included in the range of East Coast ports to which the above definition may be appended, or whether the owner is entitled to decline proceeding to said place.—Yours, &c.,

Harburg, Oct. 30, 1897. BROKERS.

[Wivenhoe is upon the Colne, and is considered the port of Colchester. Vessels drawing 15 ft. are able to reach it on spring tides, and there are moorings laid down there for about a dozen berths. We see no reason why it should not be considered a good and safe port for small vessels.]

SAILING BY SHARES.

SIR,—If the master of a coasting vessel sails the vessel by shares and does too bad to keep straight with the owners, and the vessel is sold, can the owners make him pay them after the master has not made waste of anything?—Yours, &c.,

Dec. 7, 1897. MASTER OF A COASTER.

[The contract entered into between master and owners is binding as much on the one party as on the other, and it is quite immaterial whether one or the other has chosen to make what turns out to be a bad bargain. The master is liable to pay what he has agreed to pay, and the owners are entitled to receive what they have agreed to accept in each case, no more and no less.]

SAILING BY SHARES.—WAGES.

SIR,—I was master of a small vessel in the coasting trade, sailing her on thirds, one-third for owner and two-thirds for myself, I paying all port charges, food, and wages for crew. I left a North Wales port with a cargo for a North of Ireland port. Having been caught in a heavy gale of wind within thirty miles of our destination, the vessel became very leaky, and I was obliged to run for nearest port for the safety of ship, cargo and crew, on account of the vessel making so much water. The vessel being unfit to proceed to destination, cargo was discharged and forwarded to destination by rail. The Board of Trade surveyors came on board, and pronounced her unseaworthy. The crew were kept on board one month after the Board of Trade condemned the vessel. Who is to pay this extra month's wages and provisions after the ship was condemned?—Yours, &c.,

Bangor, Oct. 4, 1897. VINDEX.

[Unless it was by the express orders of the owner that the crew were kept by the ship after she was condemned, we do not see how, as between the master and the owner, the latter can be made liable for the month's wages and provisions. Under the contract the master, and not the owner, was to pay all food and wages, and so long as the contract was in force he would have to pay these expenses. The contract probably might have been terminated when the vessel was condemned, but there is nothing in the statement from which we can infer that this was done.]

SAILING BY THIRDS.—WAGES AND ACCOUNTS.

SIR,—I have a small vessel, seventy tons register, sailed by the master on "thirds." He has not handed accounts on the last three voyages, or accounted for the vessel's third of freights earned. I have in consequence of this and of his incompetency through drunkenness had to take the vessel from him. (1.) What steps are proper for me to take to get the accounts from him, and recovery of the freight due? It appears also that he is due the mate a balance of wages to the extent of £11, spread over a period from July to November. The mate threatens action against the vessel for recovery. The vessel has been engaged in the home coasting trade. During the whole period of the mate's service, until now, when he leaves the vessel, he has made no complaint to me or in any way given me indication that his wages or any portion of them were unpaid. (2.) Can he, in the circumstances, hold me responsible for payment for the whole balance of wages due, or any portion thereof? I am claiming that

being in the home coasting trade, and running on short voyages, he should have insisted on regular payments, knowing, as I am sure he did, that the vessel was sailed by the master on "thirds," and that his failure to intimate to me the non-settlement of his wages will bar him from claiming from me at least more than wages for the last voyage.—Yours, &c.,

Nov. 18, 1897. SHIPOWNER.

[2. The owner is, there is little doubt, liable for the mate's wages. See the "Kinnaird"—Watson *v.* Caisley (*Shipping Gazette*, October 17, 1896), and "Sailing by Shares" (*Maritime Notes and Queries*, Vol. X, page 92-3.) We see nothing in the circumstances to bar the claim. 1. If the master refuses to deliver a proper account, and is worth suing, "Shipowner" had better put the matter in the hands of a solicitor. Proceedings can probably be taken in one branch or other of the County Court.]

SALVAGE.

SIR,—After a wreck last February I and four more beachmen salved somewhere about 20 tons of the cargo and got it up the cliffs. We were about three weeks so employed. Our lots realised at the auction sale the sum of 17*l.* 10*s.* What do you consider a fair amount of remuneration for the work, and is there any stated time before the money is paid? I have written to Lloyd's Agent respecting the money, but my communication has remained unnoticed. Would you kindly give your valuable opinion on behalf of us and other salvors of the cargo?—Yours, &c.,

June 8, 1897. BOATOWNER.

[The salved cargo was, we presume, delivered to the Receiver of Wreck and sold by him. If so, he either must still hold the proceeds or must have taken security for the salvage. Application had better be made to him, and he, probably, will be able and willing to advise the salvors what salvage should be claimed. We cannot advise on such a question, as it depends on all the circumstances.]

SALVAGE APPORTIONMENT.

SIR,—Will you kindly inform me through the medium of your valuable paper whether the judge apportions the award paid for salvage amongst master, officers and crew, if not asked to do so?—Yours, &c.,

St. David's, July 2, 1897. NAUTICAL.

[The judge does not apportion salvage unless asked to do so.]

SALVAGE APPORTIONMENT.

SIR,—Could you kindly inform what is the custom of this port as regards distribution of salvage money to captain and crew in cases where the amount of the salvage has been amicably agreed to between the interested parties, viz., underwriters of cargo and vessel salved and owners of salving steamer. Does length of service of the crew affect the case, and is the total amount divided among them according to their respective wages? Is the grant to them under such circumstances merely a custom (i.e., voluntary), or is it governed by any Act of Parliament? Any information upon this matter that you could favour me with, through the medium of your valuable publication, will be greatly esteemed.—Yours, &c.,

London, Oct. 7, 1897. B.

[The distribution or apportionment of salvage is not governed by statute or by any fixed custom. The parties interested can agree to the division in any way they like, but if they cannot agree they can apply to the Court for an apportionment. Even the Admiralty Division is not bound by a fixed rule, but there is a usual manner of apportioning, and so far as the crew, other than the master, are concerned this is by division according to the ratings. Length of service is not considered, but double shares or other special rewards are often given for particular individual services, such as manning boats, clearing or fixing hawsers, forming prize crews, and so forth. The master's share is generally given separately, and, in the ordinary towage salvage, is usually about one-tenth of the whole amount paid for the salvage. (See also Article, "Salvage Apportionment.")]

SHIPMASTER AND MASTER MARINER.

SIR,—Can a person who has never attained any higher rank in the mercantile marine than "mate" (although in the possession of a master's certificate of competency) legally conduct marine surveys where there are competent "shipmasters" located. In New South Wales a man must have been in command of a square-rigged vessel for five years before he is qualified to act as a marine surveyor, and, although there is no specific rule in this colony, still it is to be assumed that a person must have been in actual command before he can be classed as a "shipmaster," and all nautical works state that "shipmasters are only entitled to conduct surveys." Therefore we should be pleased to obtain your dictum on the subject, i.e., whether there is any difference in the terms "shipmaster" and "master mariner."—Yours, &c.,

Auckland, June 12, 1897. PERPLEXED.

[We certainly think that there is a clear distinction between "master mariner" and "shipmaster," "master mariner" being a mariner who has a certificate as master, and "shipmaster" being a person (other than a pilot) having command of a ship. As to the qualification to act as surveyor, in the absence of any statutory or other rule we fail to see any ground for assuming that only shipmasters or ex-shipmasters can conduct surveys.]

SHORT DELIVERY.

SIR,—A vessel, 160 tons, chartered here to load coals at Newport. The bill of lading was for 161 tons, and 155 tons only were delivered, being six tons short, which merchant claims from captain. Is captain supposed to pay for shortage?—Yours, &c.,

Quay, New Ross, Jan. 19, 1897. M.P.

[A bill of lading signed by the master is conclusive evidence against him of the shipment of the cargo as stated therein, in the absence of fraud (Bills of Lading Act, 1855, section 3), but this does not appear to apply to bulk cargo, the weight of which the master could not tally (see the "Anjer Head," *Shipping Gazette*, December 2, 1893). In such a case the master is not barred from proving that the whole cargo shipped was delivered, and that, in fact, there was no short delivery for which he is liable.]

SHORT DELIVERY.

SIR,—"A" agrees to deliver a quantity of stones in a craft at the landing place. "B" clears the craft and lays the stones in a heap at some distance from the landing place. The stones are then measured and found to be one-third short of quantity agreed. "A" contends he is not responsible, as the stones should have been measured at or in the craft. Is "B" bound to sign delivery note and pay for full quantity stated on the note?—Yours, &c.,

February 18, 1897. AJAX.

[The question simply depends upon whether there was or was not a short delivery. "B" has chosen to measure not at the time and place of delivery, but afterwards, and at a distance from the landing place. It does not follow that he will be unable, but it will make it more difficult for him to prove short delivery, and he may fail if "A" can give any fair evidence to the contrary.]

SUSPENSION OF CERTIFICATE.—APPEAL.

SIR,—A British steamer on her passage down the River Plate strands, but is subsequently floated and taken to nearest port. The captain, feeling confident that he is not in default, asks for a Court of Inquiry. This is granted, the Court being constituted by H.B. Majesty's Consul, one captain in the merchant service, and one officer in the Royal Navy. The captain has no one to assist him in his defence, and to his surprise finds that his certificate is suspended for three months, whereupon he immediately protests, and appeals against the sentence, which appeal is accepted by the Consul, and, being drawn up in proper form, a stamped copy is handed to the captain, but in spite of this his certificate is impounded and he is not allowed to bring his ship home. Now, Sir, is it not in accordance with either the common or statute laws of England that when a person, who, being sentenced either to fine or forfeiture, appeals against such sentence and the appeal is granted, that sentence remains in abeyance until the appeal is heard? And if this be the case, was not this captain illegally

deprived of his command, pending his arrival in England for a hearing of his case on the appeal?—Yours, &c.,

Liverpool, March 15, 1897. "NOT THE VICTIM."

[A Naval Court has power to suspend a certificate (M. S. Act, 1894, Sections 470, 488), and when it does the certificate must be sent by the Court to the Board of Trade (Section 470). It is clear, therefore, that the sentence is not in abeyance pending the appeal.]

THAMES RULES.—USE OF WHISTLE.

The attention of the President of the Board of Trade was recently called by a correspondent to a doubt which has been raised as to whether or not it is illegal for the whistle of a steamship to be blown on the Thames as a warning to any boats or vessels other than steamships. The correspondent pointed out that a statement had been made at an inquest on the bodies of two men drowned through the upsetting of a boat by a steamer, to the effect that the Conservancy was prosecuting masters who blew the whistle except as a warning to a steamer, and he inquired if this was correct. The answer from the Board of Trade was that the statement was inaccurate, and that Bye-laws 17 to 19 (*a*) were the only regulations with respect to steam whistles. The reply might perhaps with advantage have been made clearer, as it does not state whether any prosecutions have been ordered for breach of the whistling rules, and gives no explanation of the legality or otherwise of giving any warning by whistle to boats or vessels other than steamers. As some whistling is prohibited, and prosecution by the Conservators for the same is not quite unknown, a little further explanation may be of use. As an example of a prosecution we may refer to the "chirping" or "cock-a-doodle-doo" case, where a tugmaster was fined for unlawfully signalling by whistle by blowing short sharp blasts as signals to friends ashore or on other boats. In case it is not generally known, it may be well to point out wherein the illegality consists. Rule 17 specifies the whistles which may be made "when two steam vessels are in sight of one another, and are approaching with risk of collision." These are the one, two, and three short-blast signals, indicating porting, starboarding, and reversing respectively. Rule 18 makes the four short-blast whistle compulsory when a steam vessel is turning or is not under command, or is unable to keep out of the way of a sailing vessel. Then comes the rule which apparently is sometimes misunderstood or overlooked—Rule 19. "The signals by whistle "mentioned in the preceding rules shall not be used on any occa- "sion or for any purpose except those mentioned in the rules,

"and no other signal by whistle shall be made by any steam "vessel unless it be by a prolonged blast of not less than five "seconds' duration." The rule, it should be observed, does not make it illegal to give a warning blast to other than steam vessels. What it does is first to make it illegal to sound the one, two, or three short-blast signal except in the particular circumstances described, and secondly to make it illegal in any other circumstances to sound any whistle except the long blast. Rule 19 (*a*) makes it compulsory to sound the same long-blast signal in the case of a vessel coming out of dock. There is no addendum to this sub-rule making it illegal to sound the long blast in any other circumstances. It is clear, therefore, that the long blast can legally be blown as a signal to a rowing boat, and apparently it may be blown in any circumstances where a special signal has not been specified as the proper signal to be made. The chirping was illegal, apparently, not because it was not made to another steam vessel but because the signal consisted of short blasts. Whether it is advisable to use the long-blast signal habitually for small craft may, however, be doubted, quite irrespective of its legality. In a river like the Thames, crowded with vessels of all sorts, a superabundance of signals, whether lights or whistles, may easily lead to confusion. Possibly it is to avoid this that in the new proposed Thames rules the regulations as to whistling have been made more strict. In Rules 39 to 42 certain signals are specified—one, two, three, and four blast signals having practically the same meaning as under the present rules, and the one long blast being also the coming-out-of-dock signal, while there is the special St. Katharine Dock signal. There is, however, no reservation of any signal for general use, while there is the strict rule added that the specified signals shall not be used on any occasion or for any purpose except those mentioned, and "no other signal by whistle or sound signal shall be made by any vessel." When these rules are approved by the Board of Trade and come into operation, it will apparently be illegal for a steamship to give any sound signal warning to small craft or any other vessel, except in the exact circumstances specially described in the rules.—*November* 3.

TRADES UNION—"ALLEN v. FLOOD."

The case of "Allen *v.* Flood," now under appeal to the House of Lords, has no doubt been followed with great attention both by employers of labour and by workmen, and it fully deserves to be so, as the final decision in the case may clear up the uncertainty

which exists as to the legality of a not uncommon kind of interference by union officials between employers and workmen. The decision has not yet been pronounced, but the eight of Her Majesty's judges who were called upon to advise the House of Lords have given their opinions, and although it does not follow that the advice of the majority will be acted upon it is reasonable to think that it will not be disregarded. The history of the case may be remembered. The plaintiffs, FLOOD and TAYLOR, were shipwrights, and the defendants, ALLEN, JACKSON and KNIGHT, were members of the trade union called the United Society of Boilermakers and Iron Shipbuilders, ALLEN being district delegate for London, and the two others chairman and secretary of the union respectively. The action was brought for maliciously and wrongfully, and with intent to injure the plaintiffs, intimidating and coercing the Glengall Iron Company to break their contracts with the plaintiffs to the plaintiffs' damage, and for intimidating and coercing the company and others from entering into new contracts with the plaintiffs, damage to the plaintiffs being alleged under both heads. FLOOD and TAYLOR were shipwrights qualified to do both iron and wood work, and they had worked in a dock at both kinds of work. At the time when the trouble arose they were employed at the Glengall Dock on the repair of the *Sam Weller*, and were there doing only wood work. They were not members of the Boilermakers' Society, but a large number of such members were also employed at the dock, and the society held strong views against shipwrights doing iron work. In these circumstances ALLEN called on Mr. HALKETT, the managing director of the Glengall Company, and told him that the society was doing its best to put an end to the practice of shipwrights doing iron work, that shipwrights were being employed who had done iron work in another yard, and that unless they were discharged that day all the boilermakers belonging to the society would leave. He added that wherever it was known that any shipwrights had been engaged in doing iron work the boilermakers would cease work on the same ship or the same employment, and that FLOOD and TAYLOR were known, and that wherever they were employed the same action would be taken. Finally ALLEN said, "You have no option; if you continue to engage these men our men will leave," or "will be called out" (there was some uncertainty as to the exact words used). In consequence of this interview the plaintiffs were discharged by the Glengall Company. It was, of course, a most serious matter for the plaintiffs to lose not only their present work, but in all probability

their chance of future employment, and they accordingly brought their action for damages. At the trial before Mr. Justice KENNEDY the jury found, in answer to questions put to them, that the defendant ALLEN had maliciously induced the Glengall Company both to discharge the plaintiffs and not to engage them. The result of the trial was that the plaintiffs obtained verdict and judgment against ALLEN, the other defendants, however, being discharged from the action. An appeal to the Court of Appeal was unsuccessful, and the case was then taken to the House of Lords. There the attendance of Her Majesty's judges was required, and they were requested to answer the question whether, "assuming the evidence given by the plaintiffs' witnesses to be correct"—practically the facts as we have stated them—"was there any evidence of a cause of action fit to be left to a jury?" Six of the judges have answered this question in the affirmative, and two in the negative. One of the defences which was put forward, and which seems to us the most specious, was that the plaintiffs had no legal right to insist upon the continuance of the contract with the Glengall Company, as the company seems to have been entitled to discharge their hands, though engaged by the job, any day they found it convenient, and therefore they were not by the action of ALLEN deprived of any right they had. In Mr. Justice HAWKINS' able opinion, however, he brushes this argument aside on the ground that, although the company did not act illegally in dismissing, it was the action of the defendant which brought about the dismissal of the plaintiffs, and the rights of the plaintiffs "freely to pursue their lawful calling" were thereby invaded. The rights were to "the full benefit of the valuable interest" they had in the "probable expectation" of employment. He pointed out that all working men, from the "daily labourer" to the "merchant prince," relied upon "probable expectancy" of work or other business, and stated that the law "throws its protection round each and every man in his honest endeavours to earn his livelihood." Dealing with the question of malice, the judge doubted whether anything falling within the ordinary acceptation of the word, such as spite and ill-will, was at all essential to the maintenance of the action, though wrongful motive was. He considered, however, that there was evidence of the existence of such malice, as well as wrongful motive. Perhaps, however, the strongest practical statement in the opinion was that no man, or body of men, whether in the name of a union or otherwise, can lawfully invade the right of another to exercise his own calling without hindrance,

unless he or they can show lawful excuse or justification for so doing. He finally held that there was abundance of evidence that the defendant had "wilfully, unlawfully, unjustly and tyranni- "cally invaded and violated the plaintiffs' right by intimidating "and coercing their employers to deprive them of their present "and future employment to their injury." The opinion of Mr. Justice GRANTHAM follows much the same, though shorter, lines. Right to work is a right of personal liberty. Wrongful, i.e., malicious, act to prevent anyone working is actionable, and ALLEN'S motive being to punish the plaintiffs was malicious. Therefore the defendants were liable. To go now to the minority opinion. That seems to depend really upon the conclusion arrived at that no right of the plaintiffs was infringed, inasmuch as "a man "cannot be said to have a right to that which no one is bound "to provide for him, viz., employment in his trade or business," or a "right to the hope of such employment." It is a short point, but we fervently trust the House of Lords will not adopt such a maxim as a true enunciation of the law. It would be a terrible position for a working man to be in if he could be hounded out from place to place as he sought and as he obtained work, to have all his honest efforts to obtain and keep work frustrated by the machinations of another, and this by sanction of the law, because no one was bound to provide him with work, and the willing worker has no right to work or the "hope of work." We should have thought the mere statement would have insured its condemnation, and it is to be hoped it will receive no support from the House of Lords.—*September* 11. [NOTE.—*See next Article.*]

TRADES UNION.—"ALLEN v. FLOOD."

So much has been heard of late as to what constitutes and what does not constitute legitimate action on the part of trade unions, that the House of Lords may at least be said to have chosen an opportune moment for the delivery of its judgment in the case of "Allen *v.* Flood." Whether, however, the decision of their lordships will be hailed with general approval is a matter as to which considerable doubt may be permitted. It is hardly contestible that during recent years the British public has become less and less enamoured of modern trade union methods. It has gradually appreciated the fact that the development of the new unionism, as it is called, has been contemporaneous with tactics which strike at the root of individual liberty, and which proceed upon the principle that no act of oppression which keeps within

the four corners of the law is too contemptible or too cruel if it can be made to serve the ends of those who condescend to it. The natural result has been a series of actions, the object of which has been to define the extent to which the tyranny perpetrated under trade union sanction possesses legal—for it certainly has no moral—authority. On the whole, the judicial decisions in these cases have up to now been encouraging to those who desired to offer effective resistance to various forms of boycotting and intimidation; and it was anticipated with some confidence that the judgment in "Allen *v.* Flood" would still further restrict the operations of trade unionism in what is by no means the most wholesome branch of their work. The course of the case certainly seemed to justify that expectation. Mr. Justice KENNEDY'S original judgment in the action was not only unanimously upheld in the Court of Appeal, but when eight of Her Majesty's judges were subsequently called in to give the House of Lords the benefit of their advice no fewer than six of them gave opinions favouring the maintenance of the decision. The House of Lords has, however, now decided by six to three that the judgment of the Queen's Bench cannot be sustained. In other words, the House of Lords, with whom the final responsibility rested, has, by a two to one majority delivered a judgment which is at variance with the expressed opinion of ten out of the twelve of Her Majesty's judges who have judicially considered the case. The facts may be stated in very brief compass. FLOOD and TAYLOR were shipwrights who were engaged, by the day, upon ship repairing work for the Glengall Iron Company. Some members of the Boilermakers' Union objected to work with them, because, being "wood" men, FLOOD and TAYLOR had previously had the audacity to do iron work at another yard. ALLEN, the district delegate of the union, was called in, and promptly informed the employers that if these two men were not got rid of the members of his union would leave their work. The employers apparently chose what they considered the lesser of two evils, and FLOOD and TAYLOR were discharged. They thereupon brought an action, the result of which was that ALLEN was held liable for damages, in that he had maliciously induced their employers to discharge the two men, and to refuse to take them back into their service. The decision of the highest tribunal in the land is that ALLEN was strictly within his legal rights, and that his conduct may be repeated by any other trade union delegate to-day without the slightest fear of an action for damages. Put shortly, the House of Lords has held that ALLEN

had violated no legal rights of FLOOD and TAYLOR, had done no unlawful act, and had used no unlawful means in procuring their dismissal, and therefore that his conduct was not actionable, however malicious or bad his motive might be. It is obvious that this puts into the hands of these organisations what must be regarded as a really terrible weapon, by which the life of the "blackleg" may be made more burdensome than ever. In this particular case FLOOD and TAYLOR appear to have acted upon the theory that they might exercise their skill upon wood work and iron work alike. But the workman must not do what he likes with his own labour. He must make his choice of wood or of iron, and stick to it. It was for showing versatility that FLOOD and TAYLOR were, in effect, punished, and for something which they had done before they went to the Glengall Iron Works, because there they were employed on wood work. But what proof is there that their discharge from those works is to constitute a purging of their offence, and that from the very next yard they go to they may not be got rid of in a similar fashion by members of the same trade union? Given a union which is practically all-powerful in a given line of employment, this decision seems to make it possible for a workman to be practically prevented from following his occupation at all. We are asked to console ourselves by the reflection that the law against illegal combination is practically unaffected by this decision, and that had it been different the legal doctrine sought to be established would surely be turned against employers. The latter, we daresay, would probably have been content to take the risk. But what is to be feared is that the present judgment holds out an invitation to industrial combat under conditions which are inimical to individual liberty. "If," says Lord SHAND, "the "force of combination should be harshly or oppressively used, "those against whom it is so employed have precisely the same "liberty of action for resisting oppressive measures." Can it, however, be contended that men in the position of the respondents in this case had it in their power to turn the tables upon the union, and ask the employers to dispense with the services of the union men? Obviously not. Equally unsatisfying is the observation of Lord MACNAGHTEN that questions of this description belong to the province of morals rather than to the province of law. We are afraid that in the conduct of large industrial establishments something more effective than moral considerations is requisite to secure good government and fair dealing as between workman and workman. However, the House of Lords

has now expounded the law, and we shall probably have an opportunity of seeing ere long whether in labour conflicts the best safeguards against spite and malice are, as is suggested, to be found in self-interest and public opinion, rather than in that legal protection which is now refused.—*December* 16.

THE NEW REGULATIONS—ARTICLE 15 (*e*).

SIR,—Will you kindly oblige myself and several friends by stating your construction of the meaning of Article 15, Section (*e*) of the New Regulations for Preventing Collisions at Sea, so far as relates to a vessel towing. You will observe the section reads: "A vessel when towing . . . . shall" . . . The last paragraph reads: "A vessel towed may give this signal" . . . Therefore: 1. Is the use of this signal obligatory on the part of the "tug" and optional on the part of the "tow"? 2. Is it to be construed that at the same time as the "tug" makes the signal with her steam whistle the "tow" makes the same signal on her fog-horn (due regard as to the one drowning the other being understood)? 3. Does the use of this signal give the "right of way" to the "tug," the "tow," or to both? Thanking you in anticipation for your reply.—Yours, &c.,

Gravesend, Oct. 7, 1897. PILOT.

[It seems quite clear that the use of the signal is compulsory on the tug and permissive only with respect to the tow. 2. We should say that the signal should be made by the tow in the intervals between the soundings by the tug, and *vice versâ*. 3. See Article "Regulations for Preventing Collisions at Sea, Article 15."]

TIMBER CARGO.—DELIVERY.

SIR,—(1.) My vessel, about 850 tons register, has just arrived here from River St. Lawrence with cargo of deals, and is discharging into lighters in the basin. The deals having several (at least four) different marks, receivers insist on my sorting cargo into four separate lots, and delivering overside into different lighters, although I have only two bills of lading with one mark on each. Am I bound to sort and deliver the different marks for them, even if receivers send a man on board to point out the different marks? (2.) Should I agree to above, can I claim demurrage and other expenses for time, etc., lost in conforming to receivers' request? (3.) What is the minimum rate of discharge that I can base demurrage claim on? I should mention that the clause in my charter as to discharge reads: "The cargo to be taken from alongside as customary at port of discharge."—Yours, &c.,

London, E.C., Nov. 11, 1896. MASTER.

[(1.) We should say that the consignees cannot call on the master to sort the cargo. (2.) But if the master does, without special agreement, this would not be a good ground for claiming demurrage and other expenses. (3.) There is no fixed minimum rate.]

TIME CHARTER.—LOSS OF TIME.

SIR,—Friends of mine have chartered a steamer on time charter on the usual Government form of time charters. This charter contains the usual clauses, amongst which there is also the loss of time clause as per enclosed slip. The ship, on her voyage under this charter, got aground, and had to go into dock for some small repairs. These repairs occupied twenty-nine running hours, and she was then again placed at the disposal of the charterers. Now the charterers say that there can be no doubt whatsoever that as the ship has been longer than twenty-four hours off duty the charterers have a right to deduct the whole twenty-nine hours from the hire, as otherwise the charter ought to have read:—"In case of loss of time for repairs, &c., "that will last over twenty-four hours, the hire ceases after expiration of named "twenty-four hours for account of the charterers." The owner of the boat says: No; the first twenty-four hours for account of the charterers, and the surplus of five goes to account of the owners. Will you now kindly let me have your opinion through the

columns of your valued paper as to who is right and who is wrong, and by doing so you will greatly oblige.—Yours, &c.,

Hamburg, July 19, 1897. J. H. A. DABELSTEIN.

[The clause runs: "In the event of loss of time from . . . breakdown of "machinery . . . preventing the working of the vessel for more than twenty-four "running hours the payment of hire shall cease until she be again in an efficient state, "&c." The clause is, as we have frequently pointed out, obscure, and ought to have been altered by inserting after the word "cease" either the phrase "after the "expiration of the twenty-four hours" (i.e., in favour of the shipowners) or "from "the hour when detention begins" (i.e., in favour of the charterers). There is no direct authority as to which of the two interpretations is to be given to the clause as it stands. "Bryden *v.* Niebuhr" (Cababe and Ellis' Reports, 241) to a great extent supports the view of the shipowners, but in the later case of "Hogarth *v.* Miller" (Law Reports, 1891, A.C. 48) in several of the judgments in the House of Lords there are expressions of opinion that during all lost time no hire is to be paid. The particular decision in "Hogarth *v.* Miller" is not in point, but weight must be given to the opinions expressed, and until the question is otherwise decided we think the clause must be read in the way suggested by charterers.]

UNREGISTERED OWNER.

SIR,—Referring to the leading article in your issue of Jan. 21 in re sixty-fourth shares in steamships, as I am interested in a similar case as mentioned, viz., one sixty-fourth shareholder in a steamer which is held part by sixty-fourths and the remainder as a limited company, but as I have one unregistered sixty-fourth share, could I be made directly liable to pay in the same way as a registered holder of a sixty-fourth?—Yours, &c.,

March 2, 1897. STEAMER.

[The liability is the liability of the owner in fact, whether registered or unregistered, for the negligence of his servants. The omission to register certainly places the owner in no better position than he would be if duly registered. (See "Ownership, —Liability of Part Owners.")]

UNREGISTERED OWNER.

SIR,—With reference to my letter to you about a week ago *re* a steamship company, limited, with part sixty-fourth shareholders who would not join the limited company, I find my one sixty-fourth share is registered in the managing owner's name. I have a bill of sale and also receive dividends. Should I be liable for any debts, or the managing owner, in whose name my share is registered?—Yours, &c.,

March 8, 1897. STEAMER.

[If the debts are properly incurred on behalf of the owners of the vessel, the unregistered owner is liable for his proportion. The case is fully dealt with in *Maritime Notes and Queries*, Vol. IX, p. 97.]

WAGES.

SIR,—I sailed from a port in North Wales for Harburg. When loading at Harburg for a port in England one of my crew complained of his health, that he was not able to work, and advised me to ship a man in his place, which I did, but he begged me to let him stop on board until we got over to England, which I granted, same time acknowledging him of the amount due for his service, which he thankfully agreed. On my arrival in a port in England I gave him his money, and he left for home thankfully and friendly. But before I reached home he was dead and buried. His son

threatens to sue me for payment for his father while he was on board. Can he claim as stated?—Yours, &c.,

May 20, 1897. SHIPMASTER.

[If the man was properly discharged at Harburg in accordance with the provisions of Section 188 of the Merchant Shipping Act, 1894, that is to say—with the consent of the consular officer—the wages due would be only up to that time. If, on the other hand, he was discharged at the home port, and the account was agreed with him, we fail to see how any further claim can be made.]

WAGES.—MISSING SHIP.

SIR,—(1) Would you kindly inform us up to what time the widow of a captain of a vessel can claim wages? The vessel left Aviles, Spain, on a passage for London, on December 5, 1896, and she has not been heard of since. The *Maritime Notes and Queries*, Vol. I, in March, 1873, page 22, states:—"The fairest way for claiming balance of wages would be an average voyage." In this case, what would be an average voyage? (2) The captain had so much wages per month and 2½ per cent. on gross freight. He went to Aviles in ballast and loaded there, and left with the cargo on board. Can any percentage be claimed on the freight? (3) The captain had so much per day for each of the crew for victualling. Up to what time can be claimed for the victualling? Thanking you for an early reply,—Yours, &c.,

Plymouth, March 19, 1897. SAML. J. HEARLE & CO.

[(1) Under Section 174 of the Merchant Shipping Act, 1894, in any proceeding for the recovery of wages (in the case of a ship lost with all hands) the ship is to be deemed to have been lost "either immediately after the time she was last heard of or "at such later time as the Court hearing the case may think probable," and under Section 158 wages are due up to the time of the termination of the service by wreck—that is in this case up to the time of the loss. There is no absolute right to wages up to the time of an average voyage. This would be on the assumption that the ship was lost not until just before arrival, and the Statute puts the assumption rather the other way, "immediately after" the last report of her. We think the Court would follow the Statute, unless evidence were given of, say, a violent storm at some later period which the ship would be likely to encounter. Before making the claim, therefore, it would be well to examine into the weather reports of the period of the voyage. (2) Whether any percentage agreed upon on the freight is payable depends on whether the agreement referred to freight paid or the freight agreed upon. Unless there is in the agreement a clear reference to the latter we should certainly say that the percentage was only due upon freight actually paid. (3) If the claim for victualling can be made up to any particular time, it would be the time of the assumed loss of the ship. It is, however, probable that the better way to claim would be for such amount as the master has expended in provisions for the voyage not exceeding "so much per day" for each of the crew for a fair average voyage.]

WHARFAGE DUES.

SIR,—On delivering the cargo herein mentioned in enclosed charter at the wharf stated, wharfinger presents an account to me, comprising craneage 8d. per ton, keelage 1d. per ton, wharfage 1d. on 250 tons. Is this item of wharfage a legal claim on my ship? I was informed otherwise, but shall be thankful if you will kindly give me your ideas through the medium of your valuable shipping paper.—Yours, &c.,

Antwerp, Sept. 16, 1897. MASTER.

[The vessel was chartered to proceed to a particular wharf, and the cargo was to be there "taken from alongside free of expense to the ship." In these circumstances we should say that the dues necessarily incidental to the vessel going to the wharf would have to be paid by the ship, and that the dues assessed on the cargo would have to be paid by the consignees, unless for work forming part of the duty of the ship

before delivery is completed. The fact that the wharfage dues are charged to the ship would not be conclusive of the ultimate liability, but we think that what would decide this liability would be the nature of the assessment—whether this is on the tonnage of the ship, or whether it is on the quantity of cargo landed.]

WRECK SALVAGE.

SIR,—A schooner, with 70 tons coal cargo, came to anchor off here, drove and struck and sank in about 12 feet at low water spring tides. I bought the vessel from the captain and owner, had barrels put into her, and towed her to a safer position. The consignee when he knew I had the vessel in a safe position took charge of the coal, and got carts alongside the vessel as soon as he could get at the coal. He did not arrange with me anything about the coal, but says he has sold it. When the vessel lay on her beam ends, having large hatchways, a good deal of the coal was washed out of her. I have her now upright and the coal levelled in her, and consider there will be from 15 to 20 tons. I have been out about 20*l.* of expenses with the vessel, and she will not be worth more than 50*l.* in her damaged condition when brought to the harbour. The coals were the greatest drawback I had in getting the vessel safe. The vessel lying on her beam ends, the coal washed to the one side of her and kept her so, thus rendering it more difficult to do anything with her or getting her set upright. What claim have I against the consignee of the coals?—Yours &c., M.

[The only claim would be for salvage, for which the consignee of the coals clearly seems liable. How much this should be we cannot say, but as the value must be small, we should say about a third of the sale price, less the expenses, if any, incurred by the consignee in landing and selling the coals.]

YACHT MASTER'S CERTIFICATE.

Sir,—Does the Board of Trade allow anyone holding a yacht owner's certificate and lets his yacht out on hire to go as master under the people who are truly the owners of the vessel for the time engaged? Being a shipmaster myself, and, like many more, having served at sea from boy to man and master, I feel in such a case that a living is taken from us, after passing the Board of Trade to hold those positions.—Yours, &c.,

Southampton, July 31, 1897. E. CREEDEN.

[Such a certificate is intended only for a person who commands his own yacht, and it has to be returned if the holder changes or disposes of his yacht; while the yacht must not be employed in trading. If the yacht is still used as a pleasure yacht she can hardly be considered as trading, but we should say that letting the yacht is disposing of it for the time being. However, there seems to be nothing to prevent the owner, without a certificate at all, assisting in the navigation of the boat or acting as master so long as she is not trading or carrying passengers.]

APPENDIX.

MERCHANT SHIPPING ACT, 1897.

A.D. 1897.

60 & 61 VICT., CH. 59.

An Act to amend the Merchant Shipping Act, 1894, with respect to the Power of Detention for undermanning, 6th August, 1897.

Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

Extension of powers of detention for unsafety to undermanning. 57 & 58 Vict. c. 60.

1.—(1) Section four hundred and fifty-nine of the Merchant Shipping Act, 1894 (which gives power to detain unsafe ships), shall apply in the case of undermanning, and accordingly that section shall be construed as if the words "or by reason of undermanning" were inserted therein after the word "machinery," and as if the words "or for ascertaining the sufficiency of her crew" were inserted after the word "surveyed" and as if the words "or the manning of the ship" were inserted therein after the words "reloading of cargo," and the powers exercisable under or for the purposes of that section shall include power to muster the crew.

(2.) Section four hundred and sixty-two of the Merchant Shipping Act, 1894 (which relates to foreign ships), shall also apply in the case of undermanning, and accordingly that section shall be construed as if the words "or by reason of undermanning" were inserted therein after the words "improper loading."

MERCHANT SHIPPING (EXEMPTION FROM PILOTAGE) ACT, 1897.

A.D. 1897.

60 & 61 VICT., CH. 61.

An Act to remove certain Exemptions from Compulsory Pilotage, 6th August, 1897.

Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

Abolition of exemptions from compulsory pilotage under 6 Geo. 4. c. 125. s. 59.

1. As from the first day of July one thousand eight hundred and ninety-eight, section six hundred and three of the Merchant Shipping Act, 1894, so far as it continues the exemptions granted by section fifty-nine of the Act passed in the sixth year of King George the Fourth, chapter one hundred and twenty-five, and extended by the Order in Council of the eighteenth of February one thousand eight hundred and fifty-four, and the said Order in Council, shall cease to operate in the case of vessels on voyages between any port in Sweden or Norway and the port of London.

MERSEY RIVER AND SEA CHANNELS RULES, 1897.

At the Court at Balmoral, the 13th day of October, 1897.
Present, The Queen's Most Excellent Majesty in Council.

WHEREAS by an Order in Council dated the ninth day of May one thousand eight hundred and ninety-two, and expressed to be made in pursuance of "The Merchant Shipping Act Amendment Act, 1862," and by an Order in Council dated the thirteenth

day of August, one thousand eight hundred and ninety-five, and expressed to be made in pursuance of "The Merchant Shipping Act, 1894," Her Majesty, on the application of the Mersey Docks and Harbour Board, being the Harbour Trust or Body Corporate owning or exercising jurisdiction upon the waters of the River Mersey, was pleased to make certain rules set forth in the Schedules to such Orders, concerning the lights or signals to be carried, and concerning the steps for avoiding collision to be taken by vessels navigating the River Mersey.

And whereas by "The Mersey Channels Act, 1897," it is provided that the powers conferred upon Her Majesty in Council by section four hundred and twenty-one, subsection (2) of "The Merchant Shipping Act, 1894," shall extend to and include the power to make rules concerning lights and signals to be carried, or the steps for avoiding collision to be taken by vessels navigating the sea channels or approaches to the River Mersey between the Rock Lighthouse and the furthest point seawards to which such sea channels or approaches respectively are for the time being buoyed on both sides, and that the said Act now in recital shall come into operation on the first day of August, one thousand eight hundred and ninety-seven.

And whereas the said Mersey Docks and Harbour Board have applied to Her Majesty in Council to make, and have submitted for approval, certain new rules concerning lights and signals to be carried, and the steps for avoiding collision to be taken by vessels navigating the River Mersey and the sea channels or approaches thereto within certain specified limits, to be substituted for and in lieu of the rules set forth in the Schedules to the said recited Orders in Council of the ninth day of May, one thousand eight hundred and ninety-two, and the thirteenth day of August, one thousand eight hundred and ninety-five, and in such new rules there are embodied, subject to certain exceptions and additions therein mentioned, the regulations for preventing collisions at sea made in pursuance of "The Merchant Shipping Act, 1894," and which may from time to time be in force.

And whereas Her Majesty was pleased, by and with the advice of Her Privy Council, on the third day of August, one thousand eight hundred and ninety-seven, to approve the said new rules to come into operation on the sixteenth day of August, one thousand eight hundred and ninety-seven, as *Provisional Rules* within the meaning of the "Rules Publication Act, 1893."

And whereas the provisions of section one of the "Rules Publication Act, 1893," have been complied with.

And whereas the new rules so submitted as aforesaid appear to be reasonable and proper.

Now, therefore, Her Majesty, by virtue of the powers in Her vested by "The Merchant Shipping Act, 1894," and by "The Mersey Channels Act, 1897," and of any other powers Her thereunto enabling, and by and with the advice of Her Privy Council, is pleased to declare that the said Orders in Council of the ninth day of May, one thousand eight hundred and ninety-two, and the thirteenth day of August, one thousand eight hundred and ninety-five, shall as from the sixteenth day of August, one thousand eight hundred and ninety-seven, be revoked, and Her Majesty is further pleased to make the rules set forth in the Schedule hereto, and to direct that the same shall continue in operation as from the said sixteenth day of August, one thousand eight hundred and ninety-seven. *C. L. Peel.*

SCHEDULE.

RULES concerning the Lights or Signals to be carried and concerning the steps for avoiding collision to be taken by vessels navigating the River Mersey and the Sea Channels or approaches thereto, between the Rock Lighthouse and the furthest point seawards to which such Sea Channels or approaches respectively are for the time being buoyed on both sides.

1. Every vessel, including river craft, in any part of the River Mersey, or in the Sea Channels, or approaches thereto as above defined shall, on and after the sixteenth

day of August, one thousand eight hundred and ninety-seven, observe and obey the 'Regulations for preventing Collisions at Sea" made in pursuance of "The Merchant Shipping Act, 1894," hereinafter called the "General Regulations," and which may from time to time be in force, with the exceptions and additions mentioned in the following Rules.*

2. A vessel when lying at any stage shall carry the lights prescribed by Articles 2 and 5 of the General Regulations and Rule 5 hereof.

3. Canal flats and all other vessels with or without masts, whilst being towed, shall carry the lights prescribed for sailing vessels by article five of the General Regulations.

4. A steam vessel, when towing another vessel, shall, in addition to the compulsory lights prescribed by article three of the General Regulations, carry a small white light abaft the funnel or aftermast for the vessel towed to steer by but such light shall not be visible forward of the beam.

5. In lieu of Article 10 of the General Regulations a vessel under way (except as hereafter by this rule provided), shall carry at her stern a white light. The light shall be fixed and carried in a lantern so constructed, fitted and screened that it shall throw an unbroken light over an arc of the horizon of twelve points of the compass, viz. for six points from right aft on each side of the vessel, so as to be visible at a distance of at least a mile. Such light shall be carried as nearly as practicable on the same level as the side lights.

Provided that the vessels referred to in Article 7 of the General Regulations (viz., steam vessels of less than forty and vessels under oars or sails of less than twenty tons gross tonnage respectively, and rowing boats) shall not be obliged to carry the light prescribed by this rule, but if they do not carry such light they shall when being overtaken by another vessel, show from the stern a white light or a flare up light as required by Article 10 of the General Regulations.

6. In lieu of Article 11 of the General Regulations a vessel when at anchor, except

(*a.*) when lying at any stage,

(*b.*) as hereafter in this Rule provided,

shall carry in the forward part of the vessel, at a height of not less than twenty and not exceeding forty feet above the hull, a white light, in a lantern so constructed as to show a clear, uniform and unbroken light visible all round the horizon at a distance of at least a mile, and at or near the stern of the vessel and at such a height that it shall not be less than fifteen feet lower than the forward light, another such light.

Provided that the vessels referred to in Article 7 of the General Regulations (viz., steam vessels of less than forty and vessels under oars or sails of less than twenty tons gross tonnage respectively and rowing boats) when at anchor shall not be obliged to carry the lights prescribed by this Rule, but if they do not carry them each of such vessels shall carry in a place where it can best be seen and at a height above the gunwale of not less than nine feet a white light in a lantern so constructed as to show a clear, uniform and unbroken light visible all round the horizon at a distance of at least a mile.

7. A vessel, except as hereafter in this Rule provided, having on board any explosive, except ship's ammunition, shall, when at anchor, carry a red light, in a globular lantern not less than 10 inches in diameter six feet above the forward white light prescribed by Rule 6 hereof.

Provided that a vessel entitled to carry and carrying the white light prescribed by the proviso to Rule 6 shall carry the red light above described not less than three feet above such white light.

8. A vessel anchored to mark the position of a wreck or other obstruction shall carry, in all weathers from sunset to sunrise, two bright white lights, in lanterns so

NOTE.—The numbers quoted in these Rules refer to the Articles in the General Regulations made on the 27th of November, 1896.

constructed as to show a clear, uniform and unbroken light visible all round the horizon at a distance of at least a mile, which lights shall be placed horizontally on a cross yard on the foremast, at a height not exceeding twenty feet above the hull and not exceeding twenty feet apart, and the said vessel shall carry, in all weathers between sunrise and sunset, two black balls, placed as hereinbefore ordered with regard to the lights aforementioned.

9. A vessel of three hundred and fifty feet or upwards in length when at anchor shall, during fog, mist, falling snow or heavy rain storms, whether by day or night—

(1) Ring in the forward part of the vessel the bell prescribed by Article 15 (D) of the General Regulations,

(2) sound at or near the stern of such vessel a loud-toned gong or a loud-toned triangle or other loud-toned article that cannot be mistaken for a bell, whistle, siren or fog-horn.

The bell shall be rung and the gong, triangle or other article sounded respectively for a period of about five seconds at intervals of not more than one minute.

The length of a vessel shall be deemed to be the length appearing in her certificate of registry.

10. Every steam vessel under way shall, when it is safe and practicable, keep to that side of the fairway or mid-channel which lies on the starboard side of such vessel.

Dredgers.

11. The word "Dredger" shall mean any vessel fitted with plant or apparatus for dredging or excavating or fitted with plant or apparatus for eroding or dispersing sand and other material.

12. A dredger, when at work or in position for working, shall carry the following Lights and Signals, viz.:—

Lights between Sunset and Sunrise.

(1) (*a.*) Forward. In the forward part of the dredger, at a height of not less than twenty and not exceeding forty feet above the hull, a white light, in a lantern so constructed as to show a clear, uniform and unbroken light, visible all round the horizon at a distance of at least a mile.

(*b.*) Amidships. Three such white lights placed in triangular form not less than eight feet apart, the base of the triangle to be at least ten feet higher than the forward light and to be also higher than and clear of the framework, funnels or any other erections upon the dredger.

(*c.*) Aft. One such white light, at or near the stern of the dredger, and at such a height that it shall be not less than fifteen feet lower than the forward light.

(2.) A dredger when not making any way through the water shall not carry side or stern lights, but when making way shall carry the usual red and green side lights and the stern light prescribed by Rule 5 hereof.

Signals between Sunrise and Sunset.

Amidships. Three red balls of not less than two feet in diameter placed in triangular form not less than eight feet apart, the base of the triangle to be higher than and clear of the framework, funnels, or any other erections upon the dredger.

13. The Lights and Signals required to be carried by Rule 12 are to be taken by other vessels as signals that the vessel showing them is not under command, and cannot therefore get out of the way.

14. A dredger when not at work nor in position for working shall carry the ordinary Lights and Signals required to be carried by vessels for avoiding collisions, as provided by these Rules and by the Rules and Regulations now and from time to time in force under "The Merchant Shipping Act, 1894," and "The Mersey Channels Act, 1897."

THE MERCHANT SHIPPING ACT, 1894.

MEMORANDUM

Of Explanatory Notes on the Application of the Tables of Freeboard, drawn up with a view to securing Uniformity of Practice on the part of those entrusted with the Assignment of Freeboard under the Merchant Shipping Act, 1894.

Deck Line.—In the case of vessels with uncovered iron or steel decks, a width of gutter waterway is to be assumed, and the point so obtained levelled out to the vessel's side. In the case of vessels of 24 feet beam and under, the width of the waterway assumed should be 12 inches, and in vessels of 42 feet and above, 21 inches. In vessels of between 24 and 42 feet beam the width of the gutter waterway is to be taken as half an inch for every foot in beam.

Where a wood deck maintains a uniform thickness to the sides of a vessel, the same method should be adopted.

In cases where an iron deck is partly covered with wood, the deck-line is to correspond with the top of the deck amidships, whether the deck at that part be of wood or of iron, and the necessary corrections should be made in accordance with sub-paragraph (*b*), page 8,* as also the correction always required to the statutory deck-line.

Bridge-houses in Spar-decked Ships.—In a spar-decked ship, where an efficient bridge-house is fitted amidships, covering the engine and boiler openings, if it extends over at least two-fifths of the vessel's length and has scantlings equal to the requirements of Lloyd's Register for bridge-houses, it is to be taken into consideration in estimating the strength of the vessel for freeboard.

The allowance on this account should not in any case exceed that given in the following table:—

Moulded depth of Vessel to Main-deck	Allowance
	Inches
16 feet	4
20 „	3
24 „	2
28 „	1

Tables of Freeboard.—Additional freeboard will be required in the case of vessels classed 90 A and 80 A, or in vessels of equivalent strength thereto in accordance with the following scale:—

Length of vessel—

Feet	150	175	200	225	250	275	300
	Inch.	Inch	Inches	Inches	Inches	Inches	Inches
90 A Additions ...	$\frac{1}{2}$	$\frac{1}{2}$	$\frac{1}{4}$	$\frac{3}{4}$	$\frac{3}{4}$	1	$1\frac{1}{2}$
80 A „ ...	1	1	$1\frac{1}{4}$	$1\frac{1}{2}$	$1\frac{3}{4}$	2	$2\frac{1}{2}$

Wherever in these explanatory notes reference is made to classes of vessels of Lloyd's various types, it is to be understood that these apply equally to all other

* In this reprint, page 132, the reference being to paragraph 6, sub-paragraph (*b*).

vessels of equivalent strength, whether classed by other classifying associations such, for instance, as the Bureau Veritas or the British Corporation or unclassed.

Para. 1. *Length.*—The length of erections is to be measured with reference to the length of the vessel on the load-line, *i.e.*, any portion of the erections forward of the fore side of the stem on the load-line, or abaft the after side of the after post on the load-line, is not to be measured for deductions.

Para 3. *Depth of Hold.*—The depth of hold as used in the computation for ascertaining the coefficient of fineness in iron and steel sailing vessels is to be measured to the top of the ceiling, and in steam vessels to the top of the floors.

Para. 4. *Coefficient of Fineness.*—No alteration is to be made in the freeboard in consequence of the coefficient of fineness being either smaller or greater than those given on the page of the tables from which the ship's freeboard is taken.

Para. 5. *Moulded Depth.*—In cases where a wood deck of extra thickness is fitted, or where a wood deck is doubled throughout, the moulded depth should be increased by the excess of thickness. The freeboard should then be set off from the top of the deck of increased thickness at the side of the vessel.

Para. 6. *Freeboard.*—In case of the freeboard being ascertained by an actual calculation of the reserve buoyancy, the drawing used in such calculation should be verified by actual measurements at the ship, and such drawing and calculations forwarded to the Board of Trade, and whatever the result of the calculation the freeboard assigned should not be less than would be obtained by taking from the tables the freeboard corresponding to the smallest coefficient for a vessel of the same moulded depth, except in sailing vessels with large rise of floor (*see* page 13*).

Freeboard as ascertained by these tables is to be measured to the intersection of the deck with the side of the vessel, but in granting certificates of freeboard this must always be corrected so as to state the freeboard amidships when measured to the deck-line, marked in accordance with the statute.

Sub-paras. (*a.*) *and* (*b.*)—For vessels having iron upper-decks not covered with wood, the allowance is to be made under sub-para. (*a*), when the erections extend over less than four-tenths of the length ; but in all vessels when the erections cover four-tenths or more of the length, and in spar and awning-decked vessels the allowance is to be made under sub-para. (*b.*).

Sub-para. (*b.*)—(*b.*) In spar-decked vessels having iron spar decks, and in awning-decked vessels having iron main decks, the freeboard by the tables should be calculated as if those decks were wood covered, *i.e.*, the ordinary thickness of a wood deck, less the thickness of the stringer plate, should be deducted from the freeboard, also in vessels where seven-tenths or more of the main-deck is covered by substantial enclosed erections, the freeboard found from the tables should be measured amidships from a wood deck, or, if the deck is of iron, it should be measured from the iron deck, and the ordinary thickness of a wood deck required for that size of ship, less the thickness of the stringer plate, should in that case be deducted from the freeboard. In vessels which have six-tenths of the deck covered, six-tenths the thickness of a wood deck, less the thickness of the stringer plate is to be deducted from the freeboard. Between six-tenths and seven-tenths a proportionate quantity ; for example, for sixty-five one hundredths covered allow eight-tenths the thickness of the deck, after deducting the thickness of the stringer plate. The remainder of the paragraph should be read as printed. N.B.—When the deductions referred to in this sub-para. (*b*) are allowed, the moulded depth is not to be reduced as per sub-para. (*a.*), para. 6.

Para. 9.—If the erections are at all under six-tenths of the vessel's length the entire correction for length as given in the tables is to be applied.

* In this reprint, page 138.

Para 11.—This paragraph does not apply to vessels where the erections cover less than six-tenths of the length, except in cases where the after erection covers at least four-tenths of the length, and the total length covered is between five-tenths and six-tenths the length of the vessel. In such cases the allowance should be proportioned between that allowed for erections five-tenths the length under para. 14 and that allowed for erections covering six-tenths of the length under para. 11, and the corrections for length and sheer should be included in estimating this allowance. In all other cases of vessels with erections covering less than six-tenths of the length para. 14 is to be used.

No allowance is to be made for a monkey forecastle which is less in height than the main or top-gallant rail; where this condition is satisfied, the length to be used in estimating the allowance is to be obtained by multiplying the length of the monkey forecastle by its height and dividing by six feet, the minimum height of a top-gallant forecastle. This rule applies to vessels coming under paras. 12, 13, and 14, as well as under para. 11. In case of vessels having no forecastle, but in other respects coming under this paragraph, the allowance for erections should be estimated on the supposition that there is a forecastle of one-eighth the length of the vessel, deducting from this twice the allowance which the vessel would have for such a forecastle under para. 15.

In strong well-decked vessels of the modern type having erections covering at least eighty-five one-hundredths of the length of the ship, the bridge-house alone covering at least four-tenths of the length, the maximum allowances for extra strengthening are as follows:—

Vessels with plating number under 18,000, $2\frac{1}{2}$ inches.
Vessels with plating number 18,000 to 21,000, 3 inches.
Vessels with plating number 21,000 to 24,000, $3\frac{1}{2}$ inches.
Vessels with plating number 24,000 to 27,000, $3\frac{1}{2}$ inches.

The extra strength is to be as given in section 44, Lloyd's Rules for 1889 for iron and steel vessels. The freeboards assigned to these vessels must never be less than would be assigned for a complete awning-decked vessel of the same dimensions. The allowance prescribed below for well-decked vessels with strengthened bridge bulkheads is not to be given in addition to the allowance under this clause.

In part awning-deck vessels with raised quarter-decks and long superstructures strengthened as required for the strong well-decked vessel referred to above, a reduction may be made from the freeboard required by Table C., in accordance with the foregoing scale.

For raised quarter-decks of less than four feet in height, whether in part awning-decked vessels or vessels to which paras. 11 and 12 apply, and extending over four-tenths of the length and forming an integral portion of the vessel, the allowance for the erections should be diminished as shown in the following table:—

Height of raised Quarter-Deck	Moulded Depth of Vessel in Feet						
	ft. in. 10 0	ft. in. 12 0	ft. in. 14 0	ft. in. 16 0	ft. in. 18 0	ft. in. 20 0	ft. in. 22 0
ft. in.	in.	in.	in.	in.	in.	in.	in.
3 6	—	$\frac{1}{2}$	$\frac{1}{2}$	$\frac{1}{2}$	$\frac{1}{2}$	$\frac{1}{2}$	$\frac{1}{2}$
3 0	$\frac{1}{2}$	$\frac{1}{2}$	1	1	$1\frac{1}{4}$	$1\frac{1}{4}$	$1\frac{1}{4}$
2 6	1	$1\frac{1}{4}$	$1\frac{1}{4}$	$1\frac{1}{2}$	2	$2\frac{1}{2}$	3
2 0	$1\frac{1}{2}$	$1\frac{1}{2}$	$2\frac{1}{2}$	$2\frac{1}{2}$	$3\frac{1}{4}$	$3\frac{1}{2}$	$4\frac{1}{2}$
1 6	2	$2\frac{1}{2}$	3	$3\frac{1}{2}$	$4\frac{1}{4}$	5	6

For shorter lengths of raised quarter-decks a proportionate correction should be made.

Well-decked vessels classed 100 A, having erections extending over seven-tenths of their length with strengthened bridge bulkheads freeing port area 25 per cent. in excess of the rule, and hatchway coamings at least 80 inches high, may have an allowance of one-twelfth the summer freeboard after all other corrections are made, but the allowance is not to exceed 2 inches.

Vessels of lower class, or with longer wells, &c., are to have a smaller allowance in proportion.

Sub-para. (*a.*).—The difference will not be affected by correction for length, as the allowance will be practically the same in both tables.

A proportionate allowance may be made for erections having a combined length of ninety-five hundredths, in which case the reduction in freeboard will be ninety hundredths of the difference between freeboards in Table A. (after correction for sheer) and Table C.

Sub-para. (*c.*).—The engine and boiler openings, if protected only by a raised quarter deck, will require an addition in freeboard varying from 1 inch in vessels of 15 feet moulded depth to 2 inches in vessels of 20 feet moulded depth.

If with a small bridge-house in front of, but not covering, the openings, an addition of half the above amount.

The table is to be used in connexion with paras. 11, 12, and 13, but is not applicable to deck erections provided for by para. 14.

Sub-para. (*e*).—If the crew are not berthed in the bridge-house, and the arrangements to enable them to get backwards and forwards from their quarters are not satisfactory, an addition should be made to the freeboard of 1 per cent. of the moulded depth of the ship, except in cases where the well is 80 feet or more in length, or where the vessels are under 150 feet in length.

Sub-para. (*f.*).—The minimum freeing port area is to be as follows :—

SCALE OF FREEING PORT AREA.

Length of Bulwarks in "Well," in Feet	Freeing Port Area on each side in Square Feet
30	9·5
35	10·
40	10·5
45	11·
50	11·5
55	12·
60	12·5

65 and above, 1 square foot to each 5 feet length of bulwark.

If the freeing port area is less than that stated above, an addition is to be made to the freeboard of 1 per cent. of the moulded depth.

The additional freeboard for North Atlantic winter is to be as follows :—

ADDITIONAL FREEBOARD FOR WINTER, NORTH ATLANTIC, FOR WELL-DECK VESSELS.

Length of Vessel	Proportion of Length of Vessel over which Erections extend				
	$\frac{60}{100}$ths	$\frac{65}{100}$ths.	$\frac{70}{100}$ths.	$\frac{75}{100}$ths.	$\frac{80}{100}$ths.
Feet	Inches	Inches	Inches	Inches	Inches
180	5	4	3½	3	3
220	6	5	4	3½	3
260	7	6	5	4½	4
300	8	7	6	5	4½

but the above addition should never be less than in the case of an awning-decked ship of the same dimensions.

Para. 12.—For vessels having no forecastle, but with the other deck erections prescribed in this paragraph, estimate the allowance for erections supposing there is a forecastle one-eighth the length of the vessel, and deduct 1½ times the allowance that would be made under para. 15 if the vessel were fitted with such a forecastle only.

This rule also applies to vessels having no forecastle, but with a bridge-house, as provided for in para. 18.

The maximum length of erections for which deductions are to be made is eight-tenths, for which allow a deduction of seven-tenths, the difference of the freeboards.

For seven-tenths allow a deduction of six-tenths, and for six-tenths allow five-tenths, the difference of the freeboards.

For erections which extend over less than four-tenths the length of the ship the allowance is to be in proportion.

For instance, if three-tenths are covered, allow three-fourths of 88 per cent.

In the case of vessels under 15 feet moulded depth sub-paras. (*e*) and (*f*) of the preceding paragraph are to apply.

Paras. 12 *and* 13.—The allowance in a sailing ship for a bridge-house in addition to a poop or forecastle, or in addition to a forecastle only, is obtained by the rules laid down in paras. 12 and 13, as the case may be, and is calculated upon the difference between the freeboards of Tables A. and C., in other words, the allowance for a forecastle, bridge-house, and poop, or for a forecastle and bridge-house in a sailing ship, is the same as would be given for similar erections in a steamer of the same dimensions.

Para. 18.—When the combined length of the topgallant forecastle and bridge-house is five-tenths of the length of the ship, a deduction from the freeboard may be made of thirty-seven hundredths, and this is the maximum deduction for this type of vessel.

For erections which extend over less than three-tenths of the length of the ship the allowance is to be in proportion.

For instance, two-tenths covered allow two-thirds of 25 per cent.

In all the rules governing the deductions to be made from the freeboard it is to be understood as follows:—When the topgallant forecastle is not closed by an efficient bulkhead at the after end the length is never to be estimated at a greater full value than one-eighth the length of the ship, but any extension beyond this may be estimated at one-half the value. For instance, if a vessel 240 feet long has an open forecastle 80 feet long, its value for deductions is 30 + 25 = 55 feet. When the topgallant forecastle has an efficient bulkhead with an elongation abaft that bulkhead not enclosed at the after end, the full value of the closed-in portion is to be estimated either as one-eighth the length of the ship, or the entire length of the enclosed portion, whichever may be the greatest.

Open bridge-houses.—When the bridge-house extends from side to side of the ship its value for deductions must be considered on its merits, which will depend upon the security of all deck openings, doors, bunker lids, or otherwise.

Where these are all properly protected and the alley-ways are open at both ends, one-half the length may be estimated as the value for deductions. Where in addition the fore end is enclosed by an efficient bulkhead three-fourths the length may be estimated as the value for deductions.

Bridge-houses in steamers not covering engines and boilers may have an allowance not exceeding that which would be given for half the length of a bridge-house of the same character covering engines and boilers.

Para. 14.—In the case of a vessel having a forecastle and raised quarter-deck, the latter of less than the usual height, the length of raised quarter-deck to be allowed

should be in proportion to its height as compared with the standard height. Thus, $\frac{L \times H}{4}$ = length allowed if the height is less than 4 feet.

When the combined length of the erections is four-eighths of the length of the vessel, deduct 10 per cent. of the reserve buoyancy or 12 per cent. of the freeboard required for the flush-decked vessel after correction for length.

When one-eighth of the length of the vessel, deduct 4 per cent. of the reserve buoyancy, or 6 per cent. of the freeboard required for the flush-decked vessel after correction for length. In cases where less than one-eighth of the length of the vessel is covered by erections the allowance should be in proportion to that given for erections covering one-eighth of the length.

Para. 15.—When there is a poop only, the allowance is to be half of that which in this paragraph is given for a forecastle only of the same length. This is also applicable to a raised quarter-deck, subject to the modifications in the preceding note.

When the poop has no bulkhead, or the bulkhead does not extend across the vessel, one-half its length may be allowed, provided always proper freeing ports are fitted.

Para. 16. *Sheer.*—Sheer of a gradual character is to be defined as follows:—

At one-eighth the length of the vessel from the stem or sternpost the sheer is to be 55 per cent. of the sheer at stem or sternpost; at one-fourth the length from stem or sternpost 26 per cent., and at three-eighths the length 7 per cent. In cases where there is no forecastle the sheer is to be measured at the stem and sternpost, and corrections made for it in all respects as in the case of flush-decked vessels.

When the bridge-house is enclosed, the sheer should be taken at the ends and the freeboard corrected for sheer in estimating the allowance for erections. When the bridge-house is not enclosed at both ends, the sheer should be measured at one-eighth the length of the vessel, from the stem or sternpost, and the freeboard should not be corrected for sheer in estimating the allowance for erections.

Sub-para. (*a*).—Surveyors should note that clauses 11 and 12 apply either to vessels of the ordinary well-decked type or to vessels having a poop and forecastle with a disconnected bridge-house.

Sub-para. (*f*.).—In flush-deck vessels the total standard mean sheer means the sheer measured at the stem and sternpost. In vessels having poops and forecastles, it means the sheer measured at points distant one-eighth of the vessel's length from stem and sternpost.

In vessels obtaining an allowance for deck erections under para. 11, where the sheer drops abaft amidships, the height of the raised quarter-deck is to be taken from the level of the top of the midship beam.

In applying the rule given in para. 16 (*d*.), the extent of the depressed part of the sheer covered by deck erections is to be allowed for.

TABLE A.

The deductions for summer in vessels having deck erections is to be intermediate between those required by Tables A. and C. in proportion to the length of the ship covered by those erections.

In the case of small vessels, in Table A., the addition to the freeboard for North Atlantic winter will have to be especially considered, but is never to be less than three inches.

TABLE B.

All vessels equal in strength to Lloyd's spar-decked rule, or which, although in excess of that rule, do not come up to Lloyd's requirements for ships of full scantlings to the upper deck, are to be considered as spar-decked ships, the freeboard for which will vary with their strength.

When the height between decks is greater or less than seven feet the consequent modification in freeboard will vary from one-third to two-thirds the excess or deficiency of height, the exact proportion to depend upon the strength of the vessel.

In spar-decked vessels where the height between main and spar decks exceeds seven feet, the numbers for scantlings should be found assuming the height between decks to be seven feet; if both these numbers are in the same grades as the actual scantling numbers of the vessel, the correction for height between decks is to be one-third of the excess of height above seven feet. If both the scantling numbers so found are in higher grades than those of the actual vessel, two-thirds of the excess of height is to be added, and if either one of these scantling numbers is in a higher grade, ½ of the excess of height is to be added. The same principle will apply in cases where the height between decks is less than seven feet.

Since the freeboard is measured from the spar deck, it will be increased if the 'tween deck height is more, and decreased if it is less than seven feet.

In computing the freeboard of spar-decked vessels having scantlings in excess of Lloyd's requirements, a comparison is to be made between their scantlings, the scantlings of vessels of the same dimensions classed 100A built to the three-decked rule and of vessels built to the 100A spar-decked rule, and the freeboard is to be proportionate between that given in Table A. and that given in Table B., after deducting 12 per cent. from the former; but in no case must the freeboard so assigned be less than that provided in Table A. for a vessel of the same dimensions, sheer, and camber, or round of beam, and deck erections.

In the comparison of scantlings and assignment of freeboard to spar-decked vessels having scantlings in excess of Lloyd's requirements, the following method is to be adopted :—

1. The difference between the freeboard by Table A. (less 12 per cent.) and that by Table B. to be divided by five, three-fifths of it being considered with reference to the longitudinal strength, and two-fifths of it with reference to the transverse strength; these allowances to be the maximum deduction on each account.

2. In the comparison of steel ships, notwithstanding the general reduction of 20 per cent. for steel, as compared with iron thicknesses, outside plating in the way of the double bottoms is not to be further reduced by one-twentieth unless its thickness is eleven-twentieths or over. No reduction is to be made in any case unless there are floors connected with every frame.

3. In the calculation of strength, the following method is to be adopted :—

(*a.*) Thin iron or steel plating in decks and the inner plating of double bottoms are to have their sectional area reduced for the purpose of the strength calculation as follows :—

Thickness in sixteenths or twentieths.....	5	6	7	8	9
Multiplier.....	·4	·6	·7	·9	1

(*b.*) A deduction of one-seventh is to be made for rivet holes in steel, and one-eighth in iron for the parts in tension.

(*c.*) Iron or steel decks which cover not less than two-fifths of the midship length of the vessel are to be considered in the calculation just as they would be if of the full length.

(*d.*) Wood weather decks, if continuous throughout the midship portion of the ship, are to be considered as equivalent to steel of one twenty-fifth the sectional area of the wood.

(*e.*) For the purpose of comparison of strength, the breadth of the hatchways in the standard vessel shall be deemed to be one-third the breadth of the deck, and the tie-plates should be assumed to be fitted at the side of the hatchways.

TABLE C.

All vessels equal in strength to Lloyd's awning-decked rule, or which, although in excess of that rule, do not come up to Lloyd's requirements for a spar-decked vessel,

are to be considered as awning-decked vessels, the freeboard of which will vary with their strength.

No modification is necessary in respect of the height of 'tween decks of awning-decked vessels.

In computing the freeboard for awning-decked vessels having scantlings in excess of Lloyd's requirements, a comparison is to be made between their scantlings, the scantlings of vessels of the same dimensions built to 100A spar-decked rule, and of vessels built to the 100A awning-decked rule, and the freeboard is to be proportionate between that given in Table B. and that given in Table C.

In vessels where the superstructure is of less strength than that required for the 100A awning-decked class, additions are to be made to the freeboard in the same proportion.

The freeboard of awning-decked vessels of the highest class of less than fourteen feet moulded depth is to be arrived at as follows :—

Ascertain the freeboard by Table A. for a vessel of the same moulded depth to main deck, and to reduce this by one-twelfth the moulded depth, the result is the freeboard for awning-decked vessels. The correction for length is to be five-tenths of an inch for ten feet, and the deduction for summer voyages two inches, and the addition for North Atlantic winter three inches.

In the comparison of scantlings and assignment of freeboard to awning-deck vessels having scantlings in excess of Lloyd's requirements, the method of procedure to be similar to that stated above for spar-deck vessels having scantlings in excess of those provided by the spar-decked rule.

TABLE D.

Sailing vessels classed A (black) in Lloyd's Register are to be regarded as first-class ships in applying the tables.

Hard wood ships, *i.e.*, other than fir or pine, classed A (red) in Lloyd's are to have their freeboards by the tables increased by 8 per cent.

Hard wood ships classed Æ in Lloyd's are to have their freeboards by the tables increased 15 per cent.

Hard wood ships without class are to have their freeboards by the tables increased by 20 per cent., unless opened out for survey, when their freeboards will depend upon their condition.

Soft wood ships will require to have their coefficient of fineness modified in respect of the excess of the registered breadth caused by the extra thickness of side. That for hard wood ships is already provided for in the tables.

Soft wood ships classed A (red) in Lloyd's are to have their freeboards by the tables increased 10 per cent.

Soft wood ships classed Æ in Lloyd's are to have their freeboards increased 20 per cent.

Soft wood ships without class are to have their freeboards by the tables increased 25 per cent., unless opened out for survey, when their freeboards will depend upon their condition.

Iron and steel sailing vessels having a greater rate of rise of floor than 1½ inches per foot of half breadth may have the moulded depth to be used with the tables reduced by half the difference between the total rise of floor at the half-breadth and the total rise at the standard rate of 1½ inches per foot; 2½ inches per foot of half breadth is to be the maximum rate of rise on which an allowance is to be made. When the reserve buoyancy is calculated, the percentage taken shall be that corresponding to the depth reduced as above, but in no case shall the freeboard be less than that given in the top line of Table D. for such percentage. Whichever method be adopted the correction for length is to be applied in relation to the reduced moulded depth.

Extensions of Tables A., B., and D. downwards are given as follows. They apply to smaller vessels than those provided for in the load line tables.

TABLE A.—CARGO-CARRYING STEAM VESSELS NOT HAVING SPAR OR AWNING DECKS.

TABLE OF RESERVE BUOYANCY AND FREEBOARD FOR FIRST-CLASS SEA-GOING IRON AND STEEL STEAM VESSELS. (IN SALT WATER.)

Coefficient of Fineness	PERCENTAGE RESERVE BUOYANCY.—(*Winter*)							
	20·4	20·6	20·8	21·0	21·2	21·4	21·6	21·8
	CORRESPONDING HEIGHT OF FREEBOARD AMIDSHIPS.—(*Winter*) Measured from Top of Deck at Side							
	Moulded Depth and Length							
	ft. in. 6 0	ft. in. 6 6	ft. in. 7 0	ft. in. 7 6	ft. in. 8 0	ft. in. 8 6	ft. in. 9 0	ft. in. 9 6
	72 0	78 0	84 0	90 0	96 0	102 0	108 0	114 0
·68	0 8	0 9	0 10	0 11	1 0	1 1	1 2	1 3
·70	0 8	0 9	0 10	0 11	1 0	1 1	1 2	1 3
·72	0 8½	0 9½	0 10½	0 11½	1 0½	1 1½	1 2½	1 3½
·74	0 8½	0 9½	0 10½	0 11½	1 0½	1 1½	1 2½	1 3½
·76	0 9	0 10	0 11	1 0	1 1	1 2	1 3	1 4
·78	0 9	0 10	0 11	1 0	1 1	1 2	1 3	1 4
·80	0 9½	0 10½	0 11½	1 0½	1 1½	1 2½	1 3½	1 4½
·82	0 9½	0 10½	0 11½	1 0½	1 1½	1 2½	1 3½	1 4½
Correction in inches for a change of 10 ft. in the length	0·7	0·7	0·8	0·8	0·8	0·8	0·8	0·8
Deduction in inches for summer voyages	1	1	1	1	1	1	1	1

TABLE B.—CARGO-CARRYING SPAR-DECK VESSELS.

TABLE OF FREEBOARD TO SPAR-DECK FOR FIRST-CLASS SEA-GOING SPAR-DECK STEAM VESSELS. (In Salt Water.)

Coefficient of Fineness	Height of Freeboard amidships (Winter) measured from top of Spar Deck at Side.					
	Moulded Depth (to Main Deck) and Length					
	ft. in. 13 0	ft. in. 13 6	ft. in. 14 0	ft. in. 14 6	ft. in. 15 0	ft. in. 15 6
	240 0	246 0	252 0	258 0	264 0	270 0
·68	5 5	5 6	5 7	5 8	5 9	5 10
·70	5 5½	5 6½	5 7½	5 8½	5 9½	5 10½
·72	5 6	5 7	5 8	5 9	5 10	5 11
·74	5 6½	5 7½	5 8½	5 9½	5 10½	5 11½
·76	5 7	5 8	5 9	5 10	5 11	6 0
·78	5 7½	5 8½	5 9½	5 10½	5 11½	6 0½
·80	5 8	5 9	5 10	5 11	6 0	6 1
·82	5 8½	5 9½	5 10½	5 11½	6 0½	6 1½
Correction in inches for a change of 10 ft. in the length	·9	·9	·9	·9	·9	·9
Deduction in inches for summer voyages	2	2	2	2	2½	2½
Addition in inches for Winter, North Atlantic	3	3	3	3	3½	3½

TABLE D.—SAILING VESSELS.

TABLE OF RESERVE BUOYANCY AND FREEBOARD FOR FIRST-CLASS SEA-GOING IRON AND STEEL SAILING VESSELS AND COMPOSITE AND WOOD VESSELS OF THE HIGHEST CLASS. (In Salt Water.)

Coefficient of Fineness			PERCENTAGE RESERVE BUOYANCY (Iron Vessels)								
			21·7	21·9	22·1	22·3	22·5	22·7	22·9	23·1	23·3
			CORRESPONDING HEIGHT OF FREEBOARD AMIDSHIPS Measured from Top of Deck at Side								
			Moulded Depth and Length								
Wood	Composite	Iron	ft. in.	ft. in.	ft. in.	ft. in.	ft. in.	ft. in.	ft. in.	ft. in.	ft. in.
			55 0	60 0	65 0	70 0	75 0	80 0	85 0	90 0	95 0
—	—	·64	0 8½	0 9½	0 10½	0 11½	1 0½	1 1½	1 2½	1 3½	1 4½
—	·64	·66	0 8½	0 9½	0 10½	0 11½	1 0½	1 1½	1 2½	1 3½	1 4½
—	·66	·68	0 9	0 10	0 11	1 0	1 1	1 2	1 3	1 4	1 5
·64	·68	·70	0 9	0 10	0 11	1 0	1 1	1 2	1 3	1 4	1 5
·66	·70	·72	0 9½	0 10½	0 11½	1 0½	1 1½	1 2½	1 3½	1 4½	1 5½
·68	·72	·74	0 9½	0 10½	0 11½	1 0½	1 1½	1 2½	1 3½	1 4½	1 5½
·70	·74	—	0 10	0 11	1 0	1 1	1 2	1 3	1 4	1 5	1 6
·72	—	—	0 10	0 11	1 0	1 1	1 2	1 3	1 4	1 5	1 6
Correction in inches for a change of 10 ft. in the length			0·8	0·8	0·8	0·8	0·8	0·8	0·9	0·9	0·9

BOARD OF TRADE,
January, 1897.

INSTRUCTIONS ISSUED BY THE BOARD OF TRADE AS TO THE MANNING OF MERCHANT SHIPS UNDER THE "MERCHANT SHIPPING ACT, 1897."

Board of Trade, Marine Department, February, 1893.

INSTRUCTIONS TO PRINCIPAL OFFICERS, SUPERINTENDENTS, AND SURVEYORS.

MERCHANT SHIPPING ACT, 1897.

INSTRUCTIONS AS TO PROCEDURE.

Steamships, oversea voyages, over 700 *tons or* 200 *feet long.*

Foreign-going steamships of over 200 feet in length, or not less than 700 tons gross, when proceeding to sea, should have, independently of the master and two mates, a sufficient number of deck hands available for division into two watches, so as to provide a minimum effective watch, viz., a competent hand at the wheel, a look-out man, and an additional hand on deck available for any purpose.

In case of any such vessel opening or lodging articles of agreement and failing to have six deck hands, in addition to the master and two mates, the superintendent or deputy superintendent should draw the master's attention to the fact, and immediately report the case in writing to the resident detaining officer or surveyor of the Board of Trade.

The resident detaining officer or surveyor should at once, on receiving such notice from the superintendent, visit the vessel and point out to the master the necessity of providing the requisite number of deck hands, so that there may always be three on deck in addition to the officer of the watch. Should the master refuse to comply with this, the detaining officer should, if satisfied that the undermanning is such as to cause serious danger to life, have the ship provisionally detained.

In any case in which the detaining officer or surveyor does not feel justified in detaining a ship so reported to him, he should immediately report the case to the Board of Trade, giving the reasons which have induced him to allow the vessel to proceed to sea.

Steamships coasting or Steamships oversea less than 700 *tons or* 200 *feet long.*

When a steam vessel of less than 200 feet in length, or less than 700 tons gross, or any steam vessel proceeding on a home trade or on a coasting voyage, appears to be unsafe through undermanning, the detaining officer should at once inspect the vessel, obtain all necessary particulars, and report fully to the Board of Trade.

Sailing Ships.

When articles of agreement are being signed or deposited in the case of sailing vessels, the superintendent should, if it appears to him that the number or efficiency of the crew is such as to fall materially below the general practice in similar vessels, as evidenced by the office records, bring the matter to the master's notice in careful and guarded terms, reporting it at the same time to the detaining officer of the Board of Trade. The detaining officer should at once have the vessel inspected and reported upon fully in the matter of rig, equipment, labour-saving appliances, intended voyage, together with details, if procurable, of sail area and number of cloths in head of main course, or any other particular likely to affect the question. These particulars should be sent at once to the Board of Trade, with a report from the surveyor or principal officer as to whether he considers the vessel so undermanned as to be likely to lead to serious danger to life.

In carrying out the above instructions, due regard must be had to the nature of the service for which the vessel is intended.

Foreign Vessels.

In the case of foreign vessels, dealt with by Section 462 of the Merchant Shipping Act of 1894 as amended by Section 1 (2) of the Act of 1897, as they do not require to go through shipping office formalities when in our ports, trustworthy information as to their manning will chiefly come to hand through formal complaint of the crew, or particulars supplied by Customs or Consular Officers. If such information be received, the vessel should be visited and the same course adopted as in the case of a British vessel, the officer being careful to use tact in pointing out to the master his requirements and the result of non-compliance with the same, communicating at the same time with the Consul of the nation to which the vessel belongs. Where there is reason to believe that the law in force in any foreign country is such as to secure as efficient manning as is required in British ships, no attempt should be made to interfere with a vessel unless there be trustworthy evidence that such law has not been complied with.

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(*under* "SUBJECT" *headings*)

OF ALL LEGAL DECISIONS REPORTED IN THE "SHIPPING GAZETTE" FOR 1897.

ABBREVIATIONS USED.

A.C.—Admiralty Court.
A.D.—Admiralty Division of the High Court of Justice.
C.A.—Court of Appeal. Supreme Court of Judicature.
C.C.—County Court.
C.C.R.—Court for Consideration of Crown Cases Reserved.
C.C.C.—Central Criminal Court.
C.L.C.—City of London Court.
C.S.—Court of Session (Edinburgh).
C.T.—Civil Tribunal.
H.L.—House of Lords.
J.C.—Judicial Committee of the Privy Council.
Liverpool C.P.—Liverpool Court of Passage.
L.M.C.—Lord Mayor's Court (London).
Mag.—Magistrates.
P.C.—Police Court.
P.D.—Probate Division of the High Court of Justice.
P.S.—Petty Sessions.
Q.B.D.—Queen's Bench Division of the High Court of Justice.
Q.S.—Quarter Sessions.
S.C.—Sheriff Court (Scotland).
S.D.—Small Debt Court.
T.C.—Tribunal of Commerce.
V-A.C.—Vice-Admiralty Court.

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ASSAULT, ALLEGED, BY COOK ON SKIPPER.—Charge dismissed	The "Fleetwing" (Cook)	North Shields P.C.	Dec. 31
ASSAULT, ALLEGED FATAL, BY MATE ON SEAMAN.—Discharged	L.D. ("Margaret Hobley")	Rochester P.C.	Aug. 4 Aug. 9
ASSAULT AND FALSE IMPRISONMENT—SEAMAN DETAINED ON BOARD—ACTION AGAINST OWNERS AND CHIEF MATE DISMISSED.—Verdict and judgment, £48 against Master and Second Mate for false imprisonment, and £2 against Second Mate for assault	The "Hounslow," Sloane *v.* The Britain Steamship Co., Lim., and others	Liverpool Assizes	May 12
ASSAULT BY CHIEF OFFICER ON SEAMAN.—Fine 10s. ...	The "Bishopsgate" (Chief Officer)	Barry Mag.	Feb. 20
ASSAULT BY FIREMAN ON ENGINEER.—Committed ...	D.W. ("The Northgate")	Penarth P.C.	Nov. 12
ASSAULT BY FIREMAN ON FIREMAN.—Sentence, one month's hard labour	T.T. (Fireman)	Thames P.C.	June 2
ASSAULT BY FIREMAN ON FIREMAN.—14 days' hard labour	The "Aberfeldy" (Fireman)	Salford P.C.	Aug. 16
ASSAULT BY MASTER ON SEAMAN.—Fine £5	The "Hornby Castle" (Master)	Falmouth P.C.	Feb. 5
ASSAULT BY MASTER ON SEAMAN.—Held technical assault and case dismissed	The "Bishopsgate" (Master)	Barry P.C.	Feb. 13
ASSAULT BY MASTER ON SEAMAN.—Fine £1 and costs	The "Augustine" (Master)	Liverpool P.C.	Mar. 31
ASSAULT BY MASTER ON SEAMAN.—Fine 10s. and costs, or 14 days	The"Clandeboye" (Master)	Cardiff P.C.	Dec. 2
ASSAULT BY MASTER ON STEVEDORE.—Fine £1 and £3 costs	C.W....	Thames P.C.	June 7
ASSAULT BY MATE ON SEAMAN, ALLEGED.—Case dismissed	The "Coatham" (1st Mate)	BarryDock P.C.	Oct. 12
ASSAULT BY PASSENGER ON PASSENGER.—Fine £4 10s. and costs	The "Ben-My-Chree" (E. C. Passenger)	Liverpool P.C.	June 15
ASSAULT BY SEAMAN ON BOATSWAIN.—Fine £1 ...	The "Vera" (Seaman) ...	Dublin P.C.	Aug. 19
ASSAULT BY SEAMAN ON SEAMAN.—Committed... ...	T.N.T. (The "St. Paul")	Southampton P.C.	Sept. 24
ASSAULT BY SEAMAN ON SEAMAN—STABBING.—14 days' hard labour	C.O. (The "King Carl")...	Thames P.C.	Oct. 21
ASSAULT BY SEAMAN ON SEAMAN.—Two months' hard labour	H.J. (The "Bygdo") ...	Cardiff P.C.	Nov. 4
ASSAULT BY SEAMAN ON DONKEYMAN.—14 days ...	The "Sapphia" (Donkeyman)	Salford P.C.	Aug. 19
ASSAULT ON SEAMEN BY MATES.—First Mate found guilty of unlawfully wounding. Sentence six months' and three months' concurrent. Second Mate, two months'	The "George T. Hay" (1st and 2nd Mates)	Winchester Assizes	Feb. 11
ASSIGNMENT OF CARGO—LOAN BY PLAINTIFF TO SHIPPER ON SECURITY OF CARGO—BILLS OF LADING SENT TO PLAINTIFF—SUBSEQUENTLY SHIPPER BECAME BANKRUPT—DATE OF INSOLVENCY FIXED FOR A DAY BEFORE BILLS OF LADING RECEIVED BY PLAINTIFF—PLAINTIFF CLAIMED CARGO—OFFICIAL ASSIGNEE ALSO CLAIMED FOR CREDITORS.—T.C. Judgment for Official Assignee. Confirmed by Paris C.A. Court of Cassation ordered New Trial before Orleans A.C. Judgment by Orleans A.C. for plaintiff with Costs against Official Assignee	The "Bangor," Gilliard and others *v.* Bousseard	Orleans Appeal Court	Aug. 19

BERTH NOTE—*See* CARGO.			
BILL OF EXCHANGE, ACTION ON, AGAINST SHIP-OWNERS—BILL ACCEPTED BY SHIP'S HUSBAND.—Held Ship's Husband no authority and judgment for defendant	The "Wythop," Marks *v.* Ritson and others	Liverpool O.C.	Nov. 9
BILL OF LADING—CHARTER—FREIGHT PREPAID UNDER BILL OF LADING BUT NOT TO OWNERS—FREIGHT AGAIN PAID UNDER PROTEST ON DELIVERY AND REPAYMENT CLAIMED.—Held Master no authority to sign such Bill of Lading, but apart from same Freight payable to owners. Judgment for defendant	The "Canada," The Australian Timber Co., Lim., and McEuen & Co. *v.* Owners of "Canada"	A.D. ...	Jan. 29 Feb. 1 Feb. 2 Feb. 23
BILL OF LADING—CLAIM FOR ALLEGED MISDELIVERY OF SILICA FOR MANGANESE PIG IRON, AGAINST SHIP-OWNERS AND OTHER CONSIGNEES.—Both actions dismissed as delivery accepted	The "Quentin," Roeloffs *v.* Sealler & Robins	Antwerp T.C.	Mar. 9
BILL OF LADING—CLAIM FOR SHORT DELIVERY OF CARGO.—Q.B.D. held Bill of Lading stands as not displaced by clear substantive evidence and judgment for plaintiff. Appeal dismissed	The "Salerno," Bennett & Young *v.* John Bacon Lim.	C.A. ...	Feb. 10 Feb. 11
BILL OF LADING, SHORT DELIVERY OF SLAG IN SACKS.—Defence not liable for torn sacks. Judgment for plaintiffs, damage by negligence in loading	The "Lippe," Leblanc *v.* Owners of "Lippe"	Nantes T.C.	Feb. 20
BILL OF LADING, SURRENDER OF—DISPUTE AS TO TIME FOR SURRENDER—CLAIM FOR DAMAGED CARGO—COUNTER-CLAIMS FREIGHT ON EXCESS CARGO.—Held surrender on delivery defendants not liable for damaged cargo under negligence clause. Plaintiffs liable for freight claimed	The "Gelderland," Defrène *v.* Société Commerciale d'Affrètement	Havre T.C.	Mar. 18
BILL OF LADING—WOOD CARGO, "NUMBER UNKNOWN"—LUMP FREIGHT, PART CARGO LOST OVERBOARD — CLAIM FOR FULL FREIGHT — HELD NO FREIGHT PAYABLE FOR GOODS LOST. BUT ONUS ON CARGO OWNERS TO PROVE LOSS.—Judgment for plaintiff (Master)	The "Rosenberg," Schultz & Baerdemaecher *v.* Volkaerts & Thielen	Antwerp T.C.	Mar. 9
BILLS OF LADING, ALLEGED FICTITIOUS—CHARGE OF RAISING MONEY ON.—Adjourned	W.H.N.	Guildhall P.C.	Jan. 8
BILLS OF LADING—CLAIM FOR DAMAGES BY DELAY—SHIPMENT BY FOLLOWING STEAMER	The "Tafna," Legrand *v.* Havre Peninsular Nav. Co.	Paris T.C.	April 3
BOTTOMRY, WAGES, NECESSARIES—ON MOTION BOND PRONOUNCED FOR AND SALE ORDERED—PRIORITIES RESERVED—CLAIM BY BONDHOLDERS FOR PROCEEDS OF SHIP OPPOSED BY NECESSARIES-MEN HOLDING JUDGMENT AGAINST SHIP, WHO CONTENDED THAT BONDHOLDERS SHOULD CLAIM AGAINST CARGO.—Judgment for Bondholders	The "Chioggia"	A.D. ...	July 13 Oct. 27 Nov. 9
BREACH OF CONTRACT TO SELL CARRON COAL.—Judgment for plaintiffs, damages £10	Stevenson & Cowie *v.* Carron Co.	C.S. (Outer House)	Mar. 18
BREAKING INTO YACHT.—Remand...	J.F.B., The "Osprey" ...	Salford P.C.	July 23
BROACHING CARGO.—Sentence one month	The "Tintagel Castle" (Stevedore)	Thames P.C.	Feb. 27
BROACHING CARGO.—Fine 40s. and 20s.	Four Labourers	Thames P.C.	April 2
BROKER—CLAIM BY PLAINTIFF FOR NOT BEING EMPLOYED UNDER CHARTER PARTY.—Held plaintiff had right to be employed as he was the agent referred to, but as he was not named and failed to notify master, judgment for defendant	The "Kepha," Alexander *v.* Nygaard	Marseilles T.C.	Nov. 4
BROKERAGE—CLAIM FOR COMMISSION ON OIL SHIPMENTS AND SALE OF PROPERTY.—Special verdict for plaintiff except as to sale of property	Lumley *v.* Suart	Q.B.D. ...	Dec. 3 Dec 7
BROKER'S COMMISSION FOR CHARTERING VESSEL—OPTIONAL RE-CHARTER CLAIM £50.—Judgment by consent for £15, no costs	The "Agnes Seed," Thompson *v.* Thomas Seed and others	Liverpool O.C.	April 6
BUILDING CONTRACT—ACCIDENT TO NEW SHIP CAUSING DELAY IN DELIVERY—CLAIM BY PURCHASER DAMAGES FOR DELAY—DEFENCE VIS MAJOR.—Judgment for plaintiff 100 francs a day	The "Jacques," Ehrenberg *v.* Forges et Chantiers Co.	Havre T.C.	Oct. 16

CARGO, ACTION FOR FAILING TO SUPPLY—BERTH NOTE—DEFENCE AGENTS NOT PRINCIPALS.—Judgment for plaintiffs	The "Dowgate," The Dowgate Steamship Co., Lim., v. Lamport & Holt	Q.B.D. ...	Aug. 5 Aug. 7
CARGO—ACTION FOR MISDELIVERY AGAINST AGENTS OF SHIPOWNERS—WRONG CASES DELIVERED.—Held defendants not liable as protected by Bill of Lading stipulation, and not personally liable as only agents	The "Seto," Newlands, Thompson & Co. v. J. and A. Roxburgh	Glasgow S.C.	May 15
CARGO DETAINED BY SHIPOWNER FOR DUES—CLAIM BY SHIPPERS FOR DAMAGES—CARGO CARRIED TO LIVERPOOL VIA MANCHESTER.—Judgment for plaintiffs	The "St. Fillans," Grahame & Co. v. Wolf & Co.	Liverpool Assizes	Mar. 24
CARGO—LANDING CHARGES—CANOE UPSETTING ON BAR—COUNTERCLAIM FOR LOSS OF CARGO.—Judgment for plaintiff	Maughan v. Domergue ...	Grand Bassam Local Court	Mar. 10
CARGO, LOSS OF—DEFENCE LIBERTY UNDER BILL OF LADING TO LEAVE CARGO FOR FOLLOWING STEAMER, AND CARGO LOST BY FIRE WHILE LEFT ON QUAY, ALSO THAT PLAINTIFFS BEING PAID BY UNDERWRITERS HAD NO INTEREST TO SUE.—T.C. judgment for defendants on first ground. On appeal, held plaintiffs right to sue, and no evidence cargo lost as alleged by defendants, but, even if so, the liberty only absolved from risk by delay. Appeal allowed	The "Imaum," Cotton Co. of Havre v. Elder, Dempster & Co. and the Cunard Co.	Rouen Appeal Court	May 25
CARGO, LOSS OF—SHIP DEVIATED FOR WATER, STRANDED, AND WAS SOLD WITH CARGO BY MASTER.—Verdict ship not unseaworthy, deviation necessary, stranding negligence, sale not necessary.—Judgment for plaintiffs against the Master, M'Phail, £1,050 and costs, and for other defendants (owners) protected by negligence clause	The "Gainsborough," The Westport Coal Co., Lim., v. M'Phail and others	Q.B.D. ...	July 2 July 7
CARGO, LOSS OF—SHIP LOST WITH ALL HANDS—ALLEGED UNSEAWORTHY.—English Board of Trade decided 1st inquiry, improperly loaded; 2nd inquiry, loaded properly. Held T. C. cargo more than authorised, presumption of fault, but not proved cause of loss, and judgment for defendants. Held A. C. not unseaworthy and appeal dismissed	Waller Brothers v. Mercantile Steamship Co.	Paris A.C.	June 24
CARGO OF WRECK, CLAIM BY PURCHASERS OF, AGAINST PURCHASER OF HULL FOR DETENTION OF CARGO.—Proof allowed	The "Glenholme," Anderson and Co. v. Fletcher	C.S.(Outer House)	March 13
CARGO—SHORT DELIVERY.—Consignee not allowed an inquiry unless there has been a calculation by experts of quantity delivered in presence of parties. Nature of such inquiry	The "Nishnij Novgorod," Herremans v. Strinkberg	Antwerp T.C.	March 9
CATTLE TRADE PROSECUTION—ALLEGED DEFECTIVE FITTINGS.—Summons dismissed with £5 costs	The "Alfalfa" (Master)	Birkenhead P.C.	July 5
CATTLE TRADE PROSECUTION—APPEAL FROM CONVICTION—CONVICTION QUASHED.—Appeal to Q.B.D. dismissed	The "Hindostan"(Owners), Hindostan Shipping Co.	Birkenhead Q.S.; Q.B.D.	Jan. 7 Oct. 27
CATTLE TRADE PROSECUTION—INSECURE STANCHIONS—TWO CHARGES.—Fine £10 and £5 and costs	The "Zola" (Master) ...	BirkenheadP.C.	May 8
CATTLE TRADE PROSECUTION—POLLED CATTLE NOT TIED BY THE HEAD.—Conviction, fine 5s. each beast. On appeal conviction quashed	The "Wicklow," Jones v. City of Dublin Steam Packet Co.	High Court Ex. Div., Ireland	Feb. 20
CATTLE TRADE PROSECUTION—(1) TOO LARGE PENS, AND (2) DEFECTIVE VENTILATION.—Fines (1) £1 and costs; (2) £5 and costs	The "Atlantic" (Master)	BirkenheadP.C.	July 23
CATTLE TRADE PROSECUTION—(1) TOO LARGE PENS, AND (2) NOT SLAUGHTERING INJURED CATTLE—Fines (1) £10 and costs, and (2) £1 and costs	The "Beerataal" (Master)	BirkenheadP.C.	Dec. 16
CATTLE TRADE PROSECUTION—TOO LARGE PENS.—Fine £1 and costs	The "Dunblane" (Master)	BirkenheadP.C.	Aug. 19
CATTLE TRADE PROSECUTION—TOO LARGE PENS—DEFENCE, ARGENTINE REGULATIONS OBEYED.—Fine £5 and £2 2s. costs on each of two summonses	The "Oceana" (Master) ...	Greenwich P.C.	Oct. 20
CHARTER REPUDIATED.—ACTION BY CHARTERER AGAINST BROKER WHO HAD EXCEEDED HIS AUTHORITY—MEASURE OF DAMAGES.—Judgment for plaintiff, £100 and costs	The "Thea," Robilliard v. Harper & Co.	Q.B.D. ...	Nov. 25

CHARTER PARTY—ACTION BY SHIPOWNER AGAINST CHARTERER FOR DAMAGE FOR DEVIATION.—Judgment for defendant. Stay refused	The "Sir Richard Greville," Triplett Pearce & Co. *v.* W. Dunn & Co.	Q.B.D. ...	Jan. 21
CHARTER PARTY, BREACH OF, CLAIM BY CHARTERER—DELAY THROUGH INTERMEDIATE VOYAGE.—Judgment for plaintiff	The "Columba," Garion *v.* Owners of "Columba"	Paimboeuf T.C.	Jan. 2
CHARTER PARTY, BREACH OF, NOT PROVIDING "ALWAYS AFLOAT" BERTH—CLAIM BY OWNERS OF SHIP FOR CONSEQUENT DETENTION OF SHIP.—Judgment for plaintiff. On appeal, appeal allowed on ground ship could have gone to the berth next spring tide, in a fortnight's time	The "Carlton," The Carlton Steamship Co., Lim., *v.* The Castle Mail Packets Co., Lim.	Q.B.D., C.A.	May 6 July 30
CHARTER PARTY—CARGO NOT SUPPLIED—ACTION FOR DAMAGES BY SHIPOWNERS—DEFENCE EXCEPTED PERILS, "BAD WEATHER, &C."—RAIL STOPPED BY FLOODS.—Judgment for defendant	The "Cundall," Furness *v.* Forwood Brothers & Co.	Q.B.D. ...	July 9
CHARTER PARTY, CLAIM FOR BREACH OF—ADVANCE FREIGHT PAID—SHIP DAMAGED BY PERILS OF SEA, PUT INTO PORT AND SOLD—COUNTER CLAIM FOR GENERAL AVERAGE AND DAMAGES FOR WRONGFUL ARREST.—Held ship properly abandoned and judgment for defendant on claim with costs. Counter claim as to wrongful arrest dismissed with costs	The "Karoo," Price & Co. *v.* Dixon	A.D. ...	July 3 July 6
CHARTER PARTY—CLAIM FOR DEMURRAGE—EXCEPTION—ACCIDENTS TO RAILWAY—SHIP DELAYED WAITING TURN AND MEN TO LOAD AFTER RAILWAY IN ORDER.—Judgment for plaintiffs in Q.B.D. Appeal to C.A. dismissed	The "Nanshan," *re* Arbitration between Richardsons and Samuel & Co.	C.A.	Oct. 29
CHARTER PARTY—"ABOUT 950 TONS"—CLAIM FOR NOT LOADING FULL CARGO—965 TONS LOADED, ROOM FOR 60 TONS MORE.—Held sufficient margin 5 per cent. or 997½ tons. Judgment for plaintiffs for freight on 32½ tons. Costs divided	Owners of "Bordeaux" *v.* Violle	Marseilles T.C.	June 5
CHARTER PARTY—DAMAGE TO CHARTERERS' PIER—ACTION BY CHARTERERS—DEFENCE NEGLIGENCE CLAUSE.—Liverpool Assizes verdict for plaintiffs. Judgment Q.B.D. for plaintiffs. On appeal to C.A. appeal allowed and judgment for defendants. Stay ordered on terms	Baynes *v.* Ballantyne, The "Bessie Barr"	Q.B.D.; C.A.	May 15 May 18 Oct. 27 Dec. 16
CHARTER PARTY DISPUTE—ALLEGED FAILURE TO SUPPLY STEAMER—CLAIM FOR DIFFERENCE IN FREIGHT EMPLOYING SUBSTITUTE.—Judgment for plaintiff	Williams, Cook & Co. *v.* Pyman, Watson & Co.	Swansea C.C.	Oct. 30
CHARTER PARTY—DISPUTE AS TO PLACE OF DISCHARGE—PLAINTIFFS, CARGO OWNERS, SUFFERED LOSS THROUGH DISPUTE AND CLAIMED FROM DEFENDANTS WHO FOUND SHIP.—Judgment for plaintiffs. Appeal, appeal allowed with costs	Simpson *v.* Barclay & Sons	C.S. (Second Div.)	Jan. 17
CHARTER PARTY—FREIGHT—"GOOD AND APPROVED BILLS"—MASTER NOT ENTITLED TO DECLINE CONSIGNEES BILLS IF GOOD.—Judgment for defendants	The "Blenheim," Trattles and Steel, Young & Co. *v.* Bex & Co. and Leys	Antwerp T.C.	March 9
CHARTER PARTY—TIME CHARTER—PREPAYMENT OF FREIGHT PER MONTH—LIEN EXERCISED BY OWNERS FOR FULL FREIGHT FOR LAST BROKEN MONTH—CLAIM BY CHARTERERS AGAINST OWNERS.—Judgment for plaintiffs. On appeal, appeal allowed	The "Bushmills," Tonnelier & Bolckow, Vaughan & Co. *v.* Smith and Weatherall & Co.	Q.B.D.; C.A.	Feb. 26 July 3
CHARTER PARTY—VESSEL RAN ASHORE ONLY ONE BOILER AVAILABLE—PLAINTIFFS, CHARTERERS, ALLEGED UNSEAWORTHINESS—DEFENCE NEGLIGENCE ONLY, AN EXCEPTED PERIL, AND UNSEAWORTHINESS NOT A CAUSE OF LOSS.—On appeal, A.D., held not unseaworthy, and unseaworthiness, not cause of loss, does not defeat bill of lading exceptions. Judgment for defendants	The "Pentland," Jones & Co. *v.* Pentland Steamship Co., Lim.	A.D. ...	May 25 May 26
COFFIN FOR SEAMAN AND OTHER EXPENSES—CLAIM AGAINST MASTER.—Judgment for defendant except as to certain expenses	Cockrill Brothers *v.* Gomes, The "Latona"	Yarmouth C.C.	Nov. 13
COLLISION—ACTION BY OWNERS OF DUMB BARGE WITH SAIL AGAINST SAILING BARGE—DUTY OF FORMER.—C.L.C., action dismissed. On appeal, appeal dismissed	The Barge "William" *v.* The Barge "Onward"	A.D. ...	Feb. 2

COLLISION.—Action settled	The "Try Again" v. The "Fürst Bismarck"	A.D. ...	Aug. 5
COLLISION — ALLEGED INSUFFICIENT LIGHTS, BAD LOOK-OUT.—Held "Swallow" alone to blame	The "Dewdrop" v. The "Swallow"	A.D. ...	Feb. 12
COLLISION — ANCHOR LIGHTS DEFECTIVE. — Held "Keroula" alone to blame	The "Keroula" v. The "Cramlington"	A.D. ...	Feb. 16 Feb. 18
COLLISION—BAD LOOK-OUT.—Held "Tryg" alone to blame	The "Thea" v. The "Tryg"	A.D. ...	June 1 June 2
COLLISION—BAD LOOK-OUT, IMPROPERLY STARBOARDING, NEGLECT TO STOP AND REVERSE.—Held "Ystroom" alone to blame	The "Ystroom" v. The "Bittern"	A.D. ...	July 15
COLLISION—BAD LOOK-OUT, NOT STOPPING AND REVERSING.—Held both to blame	The "Sherburn" v. The "Allerwash"	A.D. ...	Aug. 13
COLLISION—BARGE DRAGGING.—Judgment for plaintiff	The "Krabo" v. The "Ninety"	C.L.C. ...	Mar. 16
COLLISION—BARGE IMPROPERLY COMING ALONGSIDE STEAMSHIP.—Held "Grampian" alone in fault and judgment for defendants	The "Grampian" v. The "Abbotshall"	C.L.C. ...	Mar. 16
COLLISION—BARGES OFF WHARF—ROPES BREAKING.—Held inevitable accident	The Barge "Parrott" v. The Barge "Rover"	A.D. ...	May 6
COLLISION BETWEEN STEAMSHIPS AND BARGES—DUTY TO WAIT ABOVE TOWER BRIDGE WHILE OBSTRUCTED.—Held "Ituna" alone to blame	The "Schwan" v. The "Ituna"	A.D. ...	April 1 April 2
COLLISION—BREAKING AWAY FROM MOORINGS.—Defence inevitable accident, judgment for defendants	The "Thames" and The "Pilgrim," Henderson v. Noble and others	C.S.(Outer House)	Nov. 20
COLLISION BY VESSEL IN TOW SHEERING INTO VESSEL AGROUND.—Defence inevitable accident, judgment for plaintiff	The "Abana," v. The "Dartmoor"	A.D. ...	Mar. 12 Mar. 13
COLLISION—CLAIM FOR DAMAGE THROUGH SINKING THIRD VESSEL—NAVIGATION IN DOCK.—Judgment for defendant	The "Ella," The "Stepney" and The "Rosalind," Gordon & Co. v. Harrison	Newcastle C.C.	Jan. 29
COLLISION — COMPULSORY PILOTAGE — ROSARIO TO ROTTERDAM VIA LONDON.—Held A.D. Pilotage not compulsory. Appeal to C.A. dismissed. Appeal to H.L. dismissed	The "Edenbridge" v. The "Rutland"	H.L. ...	May 11
COLLISION — DEFECTIVE STEERING-GEAR. — Held "Warrigal" alone to blame	The "Harborne" v. The "Warrigal"	A.D. ...	Feb. 13 Feb. 15
COLLISION—DRAGGING IN GALE—NEGLECT TO VEER CHAIN—DAMAGE BY ANCHOR—NEGLECT TO LOWER ANCHOR.—Held both to blame	The "Melpomene" v. The "Patroclus"	British Court for Japan	Dec. 18
COLLISION—DUTY TO WAIT WHILE VESSEL TURNING IN RIVER.—Held "Medway" alone to blame	The "Medway" v. The "Scotia"	A.D. ...	March 19 March 20
COLLISION—FOG—NOT REVERSING IN DUE TIME.—Held both to blame	The "St. Gothard" v. The "Gazelle"	A.D. ...	Nov. 11 Nov. 12
COLLISION—FOGBANK—SPEED.—Held A.D. both to blame. Appeal by "Emerald" allowed. Held "Wooloomooloo" alone to blame	The "Emerald" v. The "Wooloomooloo"	A.D.; C.A. ...	Jan. 12 Jan. 13 July 22
COLLISION.—General principles of navigation apply in Thames, and Barge "Laurence" starboarding held alone to blame	The Barge "Laurence" v. The "Vigilant" (Steamship)	A.D. ...	Aug. 10 Aug. 12
COLLISION.—Hearing adjourned	The "Augusta" v. The "Pitlochry"	A.D. ...	May 8
COLLISION.—Held both to blame	The "H. W. Whitney" v. The "Shamokin"	U.S. District Court	Jan. 15
COLLISION.—Held both to blame for not reversing soon enough. Appeal by "Propitious" dismissed	The "Candia" v. The "Propitious"	A.D.; C.A.	Feb. 6 Feb. 11 July 22
COLLISION.—Held "Catalina" proper lights, and not improperly abandoned, and "Benguela" alone to blame	The "Catalina" v. The "Benguela"	A.D. ...	July 23 July 24
COLLISION.—Held "Diomedea" alone to blame ...	The "Lucent" v. The "Diomedea"	A.D. ...	March 3 March 4

COLLISION.—Held dredger alone to blame. On appeal, appeal dismissed	The "Ferric" and The "Dredger, B.D. No. 1," Owners of the "Ferric" v. Mayor, &c., of Bristol	Liverpool C.C.; A.D.	Feb. 2 March 4
COLLISION.—Held Lord Ordinary "Talisman" alone to blame. On appeal held "Tyne" alone to blame	The "Talisman" v. The "Tyne"	C.S. (2nd Division)	Feb. 2
COLLISION.—Held "Reginald" alone to blame	The "Magnet" v. The "Reginald"	Bristol C.C.	Mar. 23
COLLISION.—Held "Sirius" alone to blame. On appeal judgment affirmed	The "Alice B. Phillips" v. The "Sirius"	U.S. Court of Appeal, Philadelphia	June 12
COLLISION—IMPROPER STARBOARDING—NOT STOPPING AND REVERSING.—Held both to blame	The "Nomadic" v. The "Barnesmore"	A.D. ...	July 20 July 27
COLLISION—IMPROPER STARBOARDING.—Held "Coronet" alone to blame	The "Coronet" v. The "Glengyle"	A.D. ...	Nov. 6 Nov. 9
COLLISION—IMPROPER STARBOARDING AND NEGLECT TO STOP AND REVERSE.—Held the "Avon" alone to blame	The "Parkmore" v. The "Avon"	A.D. ...	Nov. 10
COLLISION — IMPROPER STARBOARDING. — Held "Sprightly" alone to blame	The "Avon" v. The "Sprightly"	A.D. ...	Nov. 26
COLLISION—IMPROPERLY KEEPING COURSE—NEGLECT TO STOP AND REVERSE.—Held both to blame	The "Rydal Fell" v. The "West Indian"	A.D. ...	April 15
COLLISION—IMPROPERLY PORTING.—Held "Girnigoe" alone to blame	The "Collynie" v. The "Girnigoe"	A.D. ...	July 1
COLLISION—IMPROPERLY PORTING TOO LATE.—Held "Port Victor" alone to blame	The "Roecliff" v. The "Port Victor"	A.D. ...	July 17 July 20
COLLISION IN FOG—ALTERING COURSE BEFORE SIGHTING OTHER VESSEL AND SO CAUSING COLLISION—NOT STOPPING—EXCESSIVE SPEED.—Held both to blame	The "Amethyst" v. The "Anubis"	A.D. ...	April 8
COLLISION IN FOG.—Held both to blame, "Huldra" for porting and setting engines on, and "Fallodon Hall" for excessive speed	The "Huldra" v. The "Fallodon Hall"	A.D. ...	Aug. 2
COLLISION IN FOG—EXCESSIVE SPEED—ALTERING COURSE BEFORE OTHER VESSEL SEEN.—Held "Eastbourne" alone to blame	The "Tai Hoku" v. The "Eastbourne"	A.D. ...	Oct. 29 Oct. 30 Nov. 1
COLLISION IN FOG—IMPROPER SPEED AND IMPROPER ALTERATION OF COURSE.—Held both to blame	The "Universal" v. The "Cambodge"	A.D. ...	Nov. 26 Nov. 27
COLLISION IN FOG—IMPROPER STARBOARDING AND NEGLECT TO STOP AND REVERSE—ALLEGED IMPROPER ABANDONMENT.— Held "Guido" alone to blame, and loss the consequence of the collision	The "South Tyne" v. The "Guido"	A.D. ...	Nov. 13 Nov. 15
COLLISION IN FOG—IMPROPERLY PORTING, AND NOT STOPPING AND REVERSING.—Held "Manoussis" alone to blame, and "Ettrickdale" not in fault for not reversing earlier as she had distinct indications that vessels would pass clear	The "Ettrickdale" v. The "Manoussis"	A.D. ...	July 31
COLLISION IN FOG—NEGLECT TO STOP AND REVERSE.—Held "Clan Grant" alone to blame	The "Umtali" v. The "Clan Grant"	A.D. ...	July 10 July 12 July 13
COLLISION—INFRINGEMENT OF LOCAL RULE BY "JOHN O' SCOTT," BUT HELD "W. M. HOLBY" ALONE TO BLAME.—On appeal, appeal dismissed	The "W. M. Holby" v. The "John o' Scott"	C.A. ...	Mar. 3
COLLISION IN PORT—SHIP IN DIFFICULT POSITION, BUT AS ALL MEANS TO AVOID ACCIDENT NOT TAKEN NOT VIS MAJOR.—Judgment for plaintiffs	The "Abeille" and The "Tourville" v. The "Crosshill"	Havre T.C.	June 5
COLLISION—INSUFFICIENT LIGHT AND INSUFFICIENT LOOK-OUT.—Held both to blame	The "City of Agra" v. The "Duddon"	C.S. (Outer House)	Mar. 20
COLLISION IN THAMES—HELD COLLISION FAULT OF PILOT ALONE OF "CLYMENE"—PILOTAGE COMPULSORY IF CARRYING PASSENGERS—"CLYMENE" WITH DISTRESSED SEAMEN ON BOARD.—Held not passengers and judgment for plaintiffs	The Barge "Phœbe" v. The "Clymene"	A.D. ...	July 6 July 10
COLLISION—"JOHN ADAMSON," SHIFTING BERTH, NO LIGHT THOUGH BEFORE SUNRISE AND NO SIGNAL.—Held absence of light immaterial and signal not absolutely necessary; "Orestes" alone to blame	The "John Adamson," v. The "Orestes"	A.D. ...	July 24 July 26

COLLISION.—Judgment for defendant	The "Brunswick," Owners of the "Knipplesbridge," v. Owners of the "Brunswick"	Court of Appeal, Copenhagen	Feb. 24
COLLISION.—Judgment for defendant. Appeal dismissed	The "Drydens," v. The "Ethel"	C.S. ...	Mar. 18
COLLISION.—(Seven years' proceedings.) Judgment for plaintiffs	The "Rolf," v. The "Emily L. Boyd"	Halifax (N.S.) Supreme Court	Jan. 8
COLLISION.—Judgment for plaintiffs, £75	The "Olive," v. The "Benclutha"	C.I.C. ...	Jan. 23
COLLISION.—Judgment for plaintiffs	The "Danby," v. The "William Anning"	Cardiff C.C.	Mar. 8
COLLISION—JUDGMENT PARIS T.C.—APPEAL BY BOTH PARTIES ON AMOUNT OF DAMAGES.—Judgment revised	The "Sully," v. The "Touraine"	Paris Appeal Court	Nov. 30
COLLISION—JUDGMENT RANGOON A.C. FOR RESPONDENT.—On appeal held "M. Meanatchy" alone to blame and appeal allowed	The "Mary," and The "M. Meanatchy"	P.C. ...	Mar. 23
COLLISION—LUGGER WITH PILOT BOAT IN HARBOUR—CLAIM AGAINST OWNER OF LUGGER.—Held owner of lugger personally liable but not lugger itself	The "Jeune France," v. The "Augustine"	Havre T.C.	Aug. 2
COLLISION—MANCHESTER SHIP CANAL.—Held "Caldy" alone to blame	The "Caldy" v. The "Oscriock"	Liverpool C.C.	April 22
COLLISION—MANCHESTER SHIP CANAL.—Judgment "York" alone to blame	The "Ferrie" v. The "York"	Liverpool C.C.	May 1
COLLISION—NARROW CHANNEL RULE.—Held "Shaftesbury" alone to blame	The "Pacific" and The "Shaftesbury," Cocherline and others v. The North of Ireland Steamship Co.	New South Wales V.C.	Nov. 3
COLLISION—NAVIGATING WRONG SIDE OF CHANNEL.—Held "Astral" alone to blame	The "Astral" v. The "Sunshine"	A.D. ...	Dec. 20 Dec. 22
COLLISION—NAVIGATION OF SWIN CHANNEL.—Held "Oporto" alone to blame. Appeal dismissed	The "Opal" v. The "Oporto"	C.A. ...	March 4
COLLISION—NEGLECT TO PORT HEARING ONE BLAST SIGNAL.—Held "Newburn" alone to blame	The "Newburn" v. The "Winston"	A.D. ...	May 15 May 16
COLLISION—NO APPEARANCE FOR DEFENDANTS.—Judgment for plaintiffs to be entered and sale of ship ordered	The "Albatross" v. The "Grethe"	A.D. ...	Nov. 23
COLLISION—RIDING LIGHT OUT.—Held "Rotha" alone to blame	The "Rotha" v. The "Rothesay"	A.D. ...	Feb. 8
COLLISION—RIVER AVON—EXCESSIVE SPEED AND WRONG SIDE OF RIVER.—Held "Lorna Doone" alone to blame	The "Storm Cock" v. The "Lorna Doone"	A.D. ...	July 14
COLLISION—RIVER CLYDE—VESSEL COMING OFF BANK AND TURNING ACROSS RIVER—IMPROPERLY SOUNDING TWO INSTEAD OF FOUR BLASTS, AND SHOWING SIDE LIGHTS.—Held "Owl" alone to blame	The "Owl" v. The "Arracan"	A.D. ...	May 4 May 5
COLLISION—RIVER THAMES—UNJUSTIFIED FOUR-BLAST SIGNAL.—Judgment for plaintiff	The "Henley," The "Racoon," Covington v. Lord Mayor of London	C.L.C. ...	Dec. 31
COLLISION.—Settled	The "Derwent" v. The "Milo"	A.D. ...	April 15
COLLISION.—Settled, plaintiffs accepting £625 without costs	The "W. H. Corsar" v. The "St. Regulus"	A.D. ...	Nov. 12
COLLISION.—Settled	The "Koh-i-Noor" v. The Barge "J. M. Forsey" and the Tug "Onward"	A.D. ...	Nov. 30
COLLISION—SPEED IN FOG—NOT STOPPING AND REVERSING.—Held S.C. both to blame, appeal to C.S. dismissed	The "Spaniel," The "Rossgull," Burns v. Leitrim	C.S. ...	July 2
COLLISION—STEAMER UNABLE TO REVERSE—SPECIAL DUTY TO STOP.—Held "Kylemoor" alone to blame	The "Kylemoor" v. The "March"	A.D. ...	Jan. 16 Jan. 19 Jan. 21

COLLISION—STEAMSHIP AT ANCHOR—SPEED.—Held "Tuskar" alone to blame	The "Premier" v. The "Tuskar"	Glasgow S.C.	Jan. 2
COLLISION—STOPPING FOR SOUNDINGS—OVERTAKING VESSEL.—"Parkmore" held alone to blame	The "Parkmore" v. The "Donegal"	A.D. ...	Feb. 25 Feb. 26
COLLISION—THAMES—BAD LOOK-OUT—QUESTION DUTY OF BARGE TO OBEY FOUR BLAST SIGNAL.—Held "Gaekwar" alone to blame	The Smack "British Workman" v. The "Gaekwar"	A.D. ...	May 8
COLLISION—THAMES BETWEEN BRIDGES — SAILING BARGE DREDGING DOWN NOT OBLIGED TO SHOW LIGHT	The "Thomas" and the "G.A.M.C.," Smith v. Morris & Tucker	C.L.C. ...	Feb. 26
COLLISION—THAMES—COMPULSORY PILOTAGE—CHARGES AGAINST "PERTH"—BAD LOOK-OUT—LIGHT OUT—NOT SUSTAINED.—Held pilot of "Perth" alone in fault. Judgment for defendants with costs	The Barge "I. Brouncker" v. The "Perth"	A.D. ...	July 2
COLLISION—THAMES—VESSEL ACROSS RIVER—QUESTION DUTY TO GIVE FOUR-BLAST SIGNAL—BAD LOOK-OUT EACH VESSEL.—Held both to blame	The "Zurbaran" v. The "Mombasa"	A.D. ...	April 30 May 1
COLLISION—TIME FOR STOPPING AND REVERSING.—Held Penang Court "Ngapoota" alone to blame. On appeal Straits Settlement C.A. held both to blame. Held P.C. "Ngapoota" alone to blame, delay of a few seconds in obeying Article 18 not a "faulty delay"	The "Kwangtung" v. The "Ngapoota"	P.C. ...	May 25
COLLISION—WHANGPOO RIVER.—Judgment Supreme Court China, "Normandie" alone to blame. Appeal dismissed	The "Normandie" v. The "Pekin"	P.C. ...	May 20 July 6
COLLISION WITH BARGE FOUL OF BRIDGE.—Judgment for defendants	Hunt and others v. Owners of the Steamtug "Star in the East"	C.L.C. ...	Nov. 27
COLLISION WITH KEEL IN HUMBER—LIGHTS.—Held keel a dumb craft and temporary obscuration of her white light immaterial. Judgment for plaintiffs, owners of cargo of keel	The Keel "Active" and the Tug "Welshman," Doughty, Son & Richards v. Gray & Co.	Q.B.D. ...	Aug. 14
COLLISION WITH MAN-OF-WAR—CLAIM BEFORE MINISTER OF MARINE REJECTED—APPEAL—PLAINTIFFS' STEAMSHIP APPROACHING STARBOARD SIDE OF THE MAN-OF-WAR.—Held duty to allow fleet to pass ahead and claim rejected	The "Maréchal Canrobert" and The "Hoche," Transatlantic Co. v. Minister of Marine	Paris Council of State	Oct. 13
COLLISION WITH SHIP AT ANCHOR—DEFENCE INEVITABLE ACCIDENT AND COMPULSORY PILOTAGE.—Held collision caused by negligence of third ship and judgment for defendants	The "Theodor Fischer" v. The "Trevarrack"	A.D. ...	Mar. 17 Mar. 18
COLLISION WITH SUBMERGED VESSEL—ALLEGED THAT WARNING TUG NOT PROPERLY STATIONED.—Held A.D., "Siberian" alone to blame. On appeal, held C.A. "Alleghany" alone to blame. On appeal to H.L. appeal dismissed	The Steamship "Alleghany" of London (Lim.) v. J. & R. Allan	H.L. ...	Mar. 19
COLLISION WITH VESSEL AT ANCHOR — ALLEGED SHEERING OF SUCH VESSEL — BAD LOOK-OUT.—Held "Damara" alone to blame; plea of compulsory pilotage pronounced against	The "Arno" v. The "Damara"	A.D. ...	May 11 May 13
COLLISION WITH VESSEL AT ANCHOR — ALLEGED SHEERING AND NEGLECT TO RENDER ASSISTANCE.—Held bad look-out and "Alexander" alone to blame	The "Alexander" v. The "Emden"	A.D. ...	June 18
COMMISSION ON TIME CHARTER—CHARTER RESCINDED BY MUTUAL CONSENT—CLAIM BY BROKER FOR FULL COMMISSION.—Judgment for defendants with costs	White v. Turnbull, Martin & Co., The "Elderslie"	Q.B.D. ...	Nov. 18
CONSIGNMENT OF STEAMER BY AGENT—CONSIGNEE CLAIMED AGAINST AGENT REPAYMENT OF MONEY ADVANCED FOR COAL.—Judgment for defendants. Held purchase of coal not consignment business	Vasques & Planchon v. Foucher & Ducormier, The "Victoria"	Rouen T.C.	Dec. 16
CONTRACT, BREACH OF—CLAIM FOR DELAY IN SUPPLYING WOOD FOR CRADLES.—Judgment for plaintiff, £70	Menzies & Co. v. Keay	C.S. (Outer House)	Jan. 9
CONTRACT, BREACH OF—SALE UNDER ASSOCIATION RULES REPUDIATED—ACTION BY SELLERS.—Q.B.D. judgment for plaintiff. On appeal, appeal allowed and action dismissed with costs, on ground Arbitration Clause a condition precedent	Grüning & Co. v. Beresford	C.A. ...	Aug. 5

CONTRACT TO CARRY GOODS AND DELIVER AT A CERTAIN WHARF—BILL OF LADING ADDED "OR SO NEAR THERETO, &c."—SHIPOWNER DELIVERED INTO LIGHTERS—CONTRACTOR SUED FOR BREACH OF CONTRACT AND TO RECOVER EXTRA COST OF LIGHTERS.—Q.B.D. judgment for plaintiff. Appeal to C.A. dismissed	The "Pascal," Branson v. Lamport & Holt	C.A. ...	Aug. 5
CO-OWNERSHIP—MANAGER'S POWERS SETTLED... ...	The Avon Steamship Co., Lim., v. Hughes	Chancery Palatine Court	Mar. 25
CO-OWNERSHIP—SALE BY MANAGING OWNERS—CLAIM BY NON-CONSENTING OWNERS.—Judgment on agreed terms	The "Ripon City," Green and others v. Furness and others	A.D. ...	Aug. 10
CO-OWNERSHIP—*See* PRACTICE.			
CRIMPING—BOARDING SHIP WITHOUT LEAVE.—Fine £5	A.N.	Glasgow S.C.	Mar. 5
CUSTOMS—BREAKING SEALS ON STORES AND TAKING TOBACCO, &c.—Fines £10 and £20 each	The "Quartet" (Master), and the "De Ruyter" (Master)	Lerwick J.P. Court	May 17
CUSTOMS—SEIZURE OF VESSELS AS DUTIABLE GOODS—SECURITY ENTERED	The "International" ...	U.S. District Court of Philadelphia	Jan. 2
DAMAGE BY SHIP TO WATER-PIPES ON FORESHORE, CLAIM FOR.—Judgment for plaintiffs	The Sailing Barge "Masonic," Hill & Co. v. Cunis	Q.B.D. ...	Dec. 7
DAMAGE TO BARGE AT DEFENDANTS' WHARF.—Held improper berth and judgment for plaintiff	Burgess v. Peters Brothers	Q.B.D. ...	May 13
DAMAGE TO BARGE BY SCHOONER AND HULKS BREAKING AWAY FROM MOORINGS AND HULK FOULING BARGE—ACTION AGAINST SCHOONER.—Nonsuit	The "Two Brothers" and The "Elisabeth Drew," Cummings v. Greenfield	Plymouth C.C.	Sept. 24
DAMAGE TO BARGE—HOLED ON POST BY WASH OF STEAMSHIP—ALLEGED EXCESSIVE SPEED.—Judgment for defendants. Speed not excessive	The "Westward Ho," Rogers v. Campbell	Bristol C.C.	Oct. 16
DAMAGE TO BARGE—ACTION AGAINST TUG OWNERS—DEFENCE NON-LIABILITY UNDER SPECIAL TERMS OF CONTRACT.—Judgment for defendants with costs	The "Elisabeth" and the "Dundee," Fletcher & Co. v. Clements and Co.	C.L.C. ...	Nov. 16
DAMAGE TO BARGES AND THEIR CARGOES, CLAIM FOR, SUNK THROUGH COLLISION BETWEEN STEAMSHIPS.—Held "Syria" in fault for taking up improper berth, and judgment against her owners	The "Syria" and the "Bastiais"	Marseilles T.C.	May 6
DAMAGE TO BOAT BY WASH—ALLEGED EXCESSIVE SPEED, EIGHT MILES AN HOUR. Judgment for defendants	The "Koh-i-noor," Hatherton v. New Palace Steamers Co.	Southwark C.C.	Oct. 29
DAMAGE TO BRIDGE—CLAIM AGAINST SHIP.—Nonsuit. Appeal. Appeal dismissed	Copenhagen Harbour Authorities v. The "Brunswick"	Copenhagen Court of Final Appeal	Jan. 11
DAMAGE TO BRIDGE.—Found by jury accident through negligence, bridge proper bridge, damage though perhaps not so much if no cracks in bridge. Argued bridge obstruction, as whole of arch not of statutory height. Judgment for plaintiffs	Wardens of the New Bridge of Rochester and others v. Cory & Sons	Q.B.D. ...	Nov. 19 Nov. 24
DAMAGE TO CARGO BY DEAD BODY, AND MIXING.—Held ship unseaworthy. Judgment for plaintiff £49 18s. 10d.	The "Trieste," Kamm & Schrempft v. The Steamship Trieste Co.	Liverpool C.C.	May 11 May 13
DAMAGE TO CARGO BY INSUFFICIENT DUNNAGE, OR THROUGH HEAVY SEAS.—Judgment for plaintiffs	The "Stag," Luke & Co. v. Whitstable Shipping Co., Lim.	C.S. (Outer House)	Mar. 9
DAMAGE TO CARGO BY LEAK THROUGH TANK-VALVE.—Held within Harter Act, and libel dismissed	Steinwender v. Owners of the "Mexican Prince"	U.S. District Court of New York	Sept. 6
DAMAGE TO CARGO BY STEAM PIPES NOT DUNNAGED.—Judgment for plaintiffs	Genestal v. Cunard Co., The "Milwaukee"	Havre T.C.	Dec. 16
DAMAGE TO CARGO BY VESSEL TAKING GROUND AND LISTING OVER.—Judgment for plaintiffs	Dyer v. Jones, The "Waterloo"	A.D. ...	Dec. 17

DAMAGE TO CARGO, CLAIM FOR—ALLEGED IMPROPER VALVE.—Judgment for defendants	The "Campinas," Blot-Lefèvre v. Owners of "Campinas"	Havre T.C.	Mar. 18
DAMAGE TO CARGO—CLAIM FOR FREIGHT—COUNTERCLAIM FOR DAMAGE TO CARGO OF SLATES, 21 PER CENT. BEING BROKEN.—Judgment for plaintiffs on claim, and for defendants for 2 per cent.	The "Vasco," Allan Brothers & Co. v. James Brothers & Co.	Q.B.D. ...	Nov. 18
DAMAGE TO CARGO, COUNTERCLAIM FOR (CLAIM FOR FREIGHT ADMITTED).—Special verdict, judgment for defendants on counterclaim	Milburn & Co. v. Schlater & Procter	A.D. (with jury)	May 10 May 11
DAMAGE TO CARGO—COUNTERCLAIM FOR FREIGHT.—Judgment for both claims. Appeal dismissed	The "Andalusia," Scholefield v. Lindsay & Son	C.S. ...	Feb. 22
DAMAGE TO CARGO—CUT OR TORN BAGS—DEFENCE DENIAL OF CUTTING AND BAD CONDITION OF CARGO.—Judgment for plaintiffs £500, but large allowance made for bad condition of cargo. Held illegal to cut any bag	The "Scottish Hero," Spillers & Bakers, Lim., and Marston & Co. v. The Scottish Line, Lim.	Q.B.D. ...	May 27
DAMAGE TO CARGO—DEFECTIVE HATCHES.—Judgment for plaintiffs, £90	Ross T. Smith & Co. v. Owners of "Aldborough"	Hull C.C.	July 23
DAMAGE TO CARGO—DEVIATION—ACTION AGAINST OWNERS OF SHIP.—Judgment for plaintiffs	The "Dunbeth," Spillers & Bakers, Lim. v. Owners of "Dunbeth"	A.D. ...	April 8
DAMAGE TO CARGO—HEATING OR PERILS OF SEA.—Held damage caused by heating owing to ventilators kept closed in consequence of bad weather. Judgment for defendant. On appeal, appeal dismissed	The "Thrumsoce," Spillers & Bakers, Lim., v. Bennett & Co.	Bristol C.C.; A.D.	June 13 Aug. 4
DAMAGE TO CARGO—IMPROPER STOWAGE.—Judgment for plaintiffs	Franklin Sugar Refining Co. v. Owners of the "Earwood"	U.S. District Court, Philadelphia	July 24
DAMAGE TO CARGO LANDED ON QUAY—SHIPOWNERS NOT BOUND TO PLACE IN SHEDS BUT BOUND TO PROTECT.—Judgment for plaintiff	The "Dordogne," Puget v. Messageries Co.	Marseilles T.C.	June 5
DAMAGE TO CARGO—MAIZE—NOT DUNNAGED FROM IRON SIDES.—Judgment for plaintiffs, receivers of cargo, with costs	The "Bentala," Genestal & Co. v. Jackrell	Havre T.C.	Nov. 24
DAMAGE TO CARGO—MAIZE ON CATTLE-CARRYING SHIP—VENTILATORS PLUGGED.—Held damage part caused by unseaworthiness of ship and part by vice of cargo. Judgment for plaintiffs half damage	The "Bellasco," Lowe & Sons and Green v. Owners of "Bellasco"	Q.B.D.	Nov. 15 Nov. 22
DAMAGE TO CARGO OF WOOD BY MUDDY BALLAST—COUNTER CLAIM DEMURRAGE AND SALVAGE BEFORE SHIPMENT.—Claim and counter claim dismissed	The "Emmanuele Maineitto," Gairard v. Olivari	Marseilles T.C.	May 6
DAMAGE TO CARGO—REFUSAL TO TAKE DELIVERY BUT REFUSAL AFTER 24 HOURS.—Held refusal, like protest, must be notified within 24 hours. Nonsuit	The "Ville de Madrid," Daverio v. Transatlantic Co.	Marseilles T.C.	May 6
DAMAGE TO CARGO—REFUSAL TO TAKE DELIVERY—PROTEST NOT MADE WITHIN 24 HOURS.—Judgment for defendants	The "Sumatra," Société Generale v. P. & O. Co., Société Navale brought in as third parties	Havre T.C.	May 15
DAMAGE TO CARGO—*See also* FREIGHT.			
DAMAGE TO CARGO STOWED ON SPAR DECK, CLAIM FOR—DEFENCE, NON-LIABILITY CLAUSE.—Judgment for defendants	The Havraise-Peninsulaire Company v. Owners of the "Triano"	Rouen T.C.	Nov. 30
DAMAGE TO NETS—IDENTITY OF VESSEL.—In C.C. judgment for defendants; on appeal to A.D. appeal allowed	The "Lottie" and the "Acquire"—Symblett v. Morris	Grimsby C.C.; A.D.	April 12 July 7
DAMAGE TO NETS.—Judgment for defendants	The "Harmony," Brunton v. Owners of "Harmony"	South Shields C.C.	Nov. 5
DAMAGE TO OYSTER BED.—*See* PRACTICE.			
DAMAGE TO PIER—*See* CHARTER PARTY.			
DAMAGE TO SHIP—ALLEGED NEGLIGENT MOORING.—Judgment for defendants	The "Norma," Harries Bros. & Co. v. Hays & Cotton's Wharf	C.L.C. ...	Dec. 21

DAMAGE TO SHIP AT WHARF—"SARDONYX" TOWED OUT FROM WHARF NEGLIGENTLY BY "AYRSHIRE'S" TUG BY ORDERS OF "AYRSHIRE'S" PILOT AND DAMAGED AGAINST WHARF — CLAIM AGAINST "AYRSHIRE" AND TUG.—Judgment for plaintiffs	The "Sardonyx" v. The "Ayrshire" and the Tug "Adonis"	A.D. ...	Oct. 28 Oct. 29
DAMAGE TO SHIP BY CARGO OF MANURE.—Held cargo not reasonably safe and judgment for plaintiffs £73 18s.	The "R.C.J.," Guyatt v. Hollingshurst & Co.	Plymouth C.C.	July 23
DAMAGE TO SHIP—DUTY OF HARBOUR AUTHORITY TO PROVIDE PROPER TUG.—Judgment for defendants (Harbour Authorities); on appeal appeal allowed	The "Ratata," Owners of "Ratata" v. The Mayor and Corporation of Preston	C.A. ...	Mar. 4
DAMAGE TO SHIP—FORCED ASHORE BY OTHER VESSEL. —Judgment for plaintiffs	The "J. R. Hinde" v. The "Hebble"	A.D. ...	Mar. 11
DAMAGE TO SHIP IN DRY DOCK—NEGLIGENT DOCKING. —Verdict and judgment for plaintiffs £365	The "Fernside," Dixon & Son v. The Limerick Harbour Commissioners	Q.B.D. Ireland	May 12
DAMAGE TO SHIP IN HARBOUR—WRONG BERTHING ORDER GIVEN CONSIDERING THE WEATHER—CONTRIBUTORY NEGLIGENCE OF CREW.—Held damage aggravated by conduct of crew. Judgment for £750 (about three-quarters damage), and three-quarters costs. On appeal judgment recalled and action dismissed; ground no negligence	The "Denia," Niven v. Ayr Harbour Trustees	C.S. (Outer House); C.S. (Second Division)	Feb. 8 June 7
DAMAGE TO SHIP—SHIFTING IN DOCK—ACTION AGAINST DOCK CO.—DEFENCE INTER ALIA BYE-LAW EXEMPTING FROM LIABILITY.—Judgment for plaintiffs, bye-law applying only to shifting from basin to berth	The "Brambletye," James Hardie & Co. v. London & India Docks Joint Committee	Q.B.D. ...	June 26
DAMAGE TO SHIP—STRANDED IN AVOIDING COLLISION—CLAIM BY SHIP STRANDED.—Judgment for plaintiffs	The "East Anglian" v. The "Rotherfield"	A.D. ...	July 29
DAMAGE TO STEAMSHIP—IMPROPERLY BERTHED.—Action settled	The "Norman," Whitehaven & Isle of Man Steamship Co. v. Isle of Man Harbour Commissioners	Manx High Court	Oct. 5
DAMAGE TO YACHT ALONGSIDE WHARF—SCHOONER OUTSIDE PRESSED BARGE INTO YACHT—CLAIM AGAINST SCHOONER.—Nonsuit, no danger if barge had not come between the vessels	The "Iron Duke" and the "Daniel York," Gorton v. Cook	Barnstaple C.C.	Nov. 6
DAMAGES—COLLISION—LOSS OF USE OF PLAINTIFF'S DREDGER—"NO TANGIBLE DAMAGE"—REGISTRAR'S REPORT AGAINST CLAIM.—A.D. confirmed report. Appeal to C.A. dismissed. Appeal to H.L. Rehearing of appeal. Appeal allowed without costs. Damages assessed at £500	The "Greta Holme," Mersey Docks & Harbour Board v. Owners of the "Greta Holme"	H.L. ...	April 8 July 31
DECK CARGO, EXCESSIVE.—Fine £20 and costs ...	The "Craiglands" (Master)	West Hartlepool P.C.	Feb. 6
DECK CARGO, EXCESSIVE.—Fine £20 and costs	The "Luneburg" (Master)	West Hartlepool P.C.	Feb. 6
DECK CARGO, ILLEGAL.—Fine 20s. and costs	The "Eidsiva" (Master) ...	Hull P.C.	Feb. 22
DECK CARGO, ILLEGAL.—Fine £5 and costs. Distress warrant issued	The "Delphin" (Master)	West Hartlepool P.C.	April 17
DECK CARGO, ILLEGAL—BIRCH AND ALDER, HEAVY WOOD GOODS.—Fine £5 and costs	The "Thurma" (Master)	West Hartlepool P.C.	April 23
DECK CARGO, ILLEGAL.—Fine 20s.	The "Otra" (Master) ...	Falkirk S.C.	Jan. 9
DECK CARGO, ILLEGAL.—Fine £20 and costs	The "Alma" (Master) ...	Newcastle C.C.	Nov. 29
DECK CARGO, ILLEGAL.—Fine £5 and costs. Conviction as to birch but not alder	The "Countess" (Master)	West Hartlepool Mag.	Dec. 9
DELIVERY OF CARGO—APPORTIONMENT OF WEIGHING AND STACKING CHARGES	The "Gamma"	Havre T.C.	May 15
DELIVERY OF CARGO—CLAIM FOR WRONGFUL DETENTION OF LIGHTER IN VICTORIA DOCK—LIGHTERMAN REFUSING TO SIGN RECEIPT.—Judgment for plaintiff	Friedlander v. Shaw, Savill & Albion Co. Lim.	Q.B.D. ...	March 3

DEMURRAGE—CHARTER FOR "SAFE BERTH"—DELAY GETTING TO BERTH ORDERED AS INSUFFICIENT WATER.—Held demurrage not due	The "Empress," Whitstable Shipping Co. Lim. v. Main Colliery Co.	Bristol C.C.	Feb. 6
DEMURRAGE—CLAIM BY SHIPPER FOR REPAYMENT OF MONEY, £231 8s., EXACTED FOR DEMURRAGE—PAYMENT INTO COURT, £31 14s., FOR ONE DAY, WET.—Judgment for defendants with costs after date of payment into Court. Plaintiff entitled to the £31 14s.	Wigg v. Christie & Co.	Q.B.D. ...	Nov. 30
DEMURRAGE, CLAIM FOR, ON GROUND DISCHARGE SHOULD BE 500-600 TONS PER DAY—DEFENCE ALLEGED CUSTOM 350 TONS ONLY—GRAIN CARGOES—SHARPNESS.—Judgment for plaintiffs and against the custom	The "Lomas," Holland & Co. v. Spillers & Baker	Bristol C.C.	Feb. 4
DEMURRAGE—CLAIM FOR DAMAGES—DELAY IN LOADING BUNKER COAL—£20 PAID INTO COURT.—Judgment for plaintiffs £20 and otherwise for defendants	The "Collingwood," The Camperdown Steamship Co. v. R. T. Agius	Q.B.D. ...	June 5
DEMURRAGE CLAIM—CUSTOMARY DESPATCH AT GOOLE—LOGWOOD CARGO.—Held sufficient to work one hatch only. Judgment for defendants	The "Rollo," Jacobs & Co. v. Hartmann	Q.B.D. ...	Nov. 11
DEMURRAGE, CLAIM FOR—COUNTERCLAIM DAMAGES—LATE ARRIVAL OF VESSEL.—Judgment for plaintiffs	The "Shamrock," Baseley & Sons v. Parkin and another	Q.B.D. ...	Aug. 10
DEMURRAGE, CLAIM FOR—DEFENCE STORMS.—Judgment for plaintiffs. "Dominion Day" allowed to defendants	The "Rolf," Hannevig v. Dixon & Sons	Admiralty C. Dublin	July 2
DEMURRAGE, CLAIM FOR—DISCHARGE "ACCORDING TO THE CUSTOM."—Judgment for defendants with costs	Weir & Co. v. Richardsons	Q.B.D. ...	Nov. 30
DEMURRAGE—COUNTERCLAIM DAMAGE TO CARGO—CUSTOMARY DISCHARGE AT HULL.—Judgment for plaintiffs £269 14s. 9d. (basis of discharge 650 tons per day, working 8 a.m. to 6 p.m.) and for defendants on counterclaim £100 agreed	The "Fernfield," Fernfield Steamship Co. Lim., v. Proctor, Sons & Co.	Q.B.D. ...	April 15
DEMURRAGE—DISCHARGE "AS CUSTOMARY"—GRAIN CARGO AT DUBLIN.—Defendants alleged custom 350 tons per diem. Judgment for defendants	The "Gairloch," The Aberdeen Glen Line Steamship Co. v. Macken	Admiralty C. Dublin	July 1
DEMURRAGE—DISCHARGE CAPE TOWN—DELAY IN GETTING INTO DOCK.—Held beyond defendants' (charterers) control and judgment for defendants	The "Milverton," The Sailing Ship Milverton Co., Lim., v. The Cape Town and District Gas Light and Coke Co., Lim.	Q.B.D. ...	July 28
DEMURRAGE—DISCHARGE OF GRAIN CARGOES IN TYNE.—Verdict reasonable rate 250 tons. No general custom. Ordinary rate 150 tons per day. Verdict and judgment for plaintiffs	The "Kate Thomas," The Kate Thomas Sailing Ship Co. v. Rudd & Co.	Newcastle Assizes	July 13
DEMURRAGE—DISCHARGE OF TIMBER—"CARGO TO BE TAKEN FROM ALONGSIDE"—PORT OF LONDON—CUSTOM ALLEGED DUTY OF SHIP TO DISCHARGE INTO LIGHTERS AND DUTY OF RECEIVERS TO STOW.—Q.B.D. judgment for defendants and for custom. Appeal to C.A. dismissed	The "Helios," Aktieselkat Helios v. Ekman & Co.	C.A. ...	May 4
DEMURRAGE—DISCHARGE, PLYMOUTH, ACCORDING TO CUSTOM OF THE PORT—DISCHARGED 3,000 TONS IN TEN DAYS—PLAINTIFFS CLAIM 500 TONS PER DAY.—Judgment for defendants	The Steamship Nutfield Co., Lim., v. Pitts, Son & King	Q.B.D. ...	July 28
DEMURRAGE—FIXED RATE—DUTY OF CONSIGNEES TO APPORTION THE TIME—MASTER CAN CLAIM AGAINST ANY CONSIGNEE WHOSE GOODS NOT RECEIVED WITHIN TIME.—Judgment for plaintiff (Master)	The "Christian," Dahms v. Alpht, Leys & Demanet and Monnoyer	Antwerp T.C.	Mar. 9
DEMURRAGE—"LIBERTY TO AVERAGE DAYS FOR LOADING AND DISCHARGING"—"FORCE MAJEURE."—Held time to be added before calculating demurrage. Held also rain not "force majeure"	The "Molière," The Molière Steamship Co., Lim., v. Naylor, Benson & Co.	Q.B.D. ...	Feb. 6
DEMURRAGE OF TUG—DELAY IN HARBOUR OF REFUGE.—Held no unreasonable delay in recommencing voyage and judgment for defendants	The "Medlock" and The "Knight Templar," Prendiville & Co. v. Price & Wills	Liverpool Assizes	Aug. 10

DEMURRAGE—"175 TONS PER WEATHER-WORKING DAY."—Held cattle allowed for at approximate weight, and Sunday when work done to count. Judgment one day's demurrage with C.C. costs	The "Highfield," The Branckelow Steamship Co. v. Lamport and another	Q.B.D. ...	Feb. 19
DEMURRAGE ON EXPLOSIVES—CLAIM BY RAILWAY CO.—ENTITLED TO CHARGE AFTER SIX HOURS—DEFENCE UNDER BYE-LAW 48—NOTICE OF REMOVAL MUST BE GIVEN.—Judgment for plaintiffs	Midland Railway Co. v. Bridges & Co.	C.L.C. ...	Sept. 10
DEMURRAGE—QUAY SPACE DIVIDED BY STACKS OF TIMBER—ALLEGED DELAY TO SHIP.—Judgment for plaintiff, £50	The "Hornley," Hornley v. W. Bennett & Co.	Grimsby C.C.	June 10
DEMURRAGE—"TO BE LOADED WITH ALL DESPATCH"—EIGHT DAYS LOADING KETCH—CLAIM BY OWNER OF KETCH.—Judgment for defendants, plaintiff's own fault	The "Star," Goddard v. Jewson & Sons	C.L.C. ...	Mar. 16
DESERTION.—Fine £2	The "Exeter City" (Fireman)	Bristol P.C.	Mar. 19
DETAINED SHIP, TAKING TO SEA.—Fine £10	The "Concurrent" (Master)	Fife S.C....	Aug. 12
DISCHARGE OF GRAIN CARGOES—CLAIM BY MASTER PORTER, ALSO CONSIGNEE OF STEAMER, FOR PORTERAGE CHARGES AGAINST CONSIGNEE OF CARGO, WHO ORDERED DISCHARGE IN CHEAPER MANNER.—Judgment for defendant. On appeal, appeal dismissed	The "William Symington," Fraser & Nelson & Sons v. Hutchinson	Liverpool Assizes C.A.	Mar. 20 Mar. 30 May 27
DIVERTING WATERS OF MERSEY, CHANCERY DIVISION—SEQUESTRATION FOR DISOBEYING INJUNCTION.—Appeal. Appeal allowed	Fairclough v. Manchester Ship Canal Co.	C.A. ...	Jan. 22
DOCK BOARD BYE-LAWS, BREACH OF MERSEY—KEEPING FUSES ON SHIP IN DOCK.—Fine 20s.; and for not flying red flag, fine 5s.	The "Floridian" (Master)	Liverpool P.C.	Oct. 13
DREDGING, ILLEGAL.—Fine £3 and costs each	T. W. & R. S.	Brentford P.C.	Nov. 9
DUES—BELFAST HARBOUR EXPORT DUES.—Held not due vessel taking sand iff harbour, and decree for plaintiff in C.C. set aside by Q.B.D.	The Belfast Harbour Commissioners v. Adams	Q.B.D. Ireland	May 8
DUES—CLAIM BY MERSEY DOCK AND HARBOUR BOARD FOR TOWN DUES ON GOODS IMPORTED IN MANCHESTER, AND THENCE LIGHTERED TO LIVERPOOL.—Judgment for plaintiffs	The "Oliver," Mersey Docks and Harbour Board v. Hunter, Craig & Co.	Q.B.D. ...	Nov. 6 Nov. 15
DUES—TONNAGE—NEW SOUTH WALES—CLAIM FOR—FREE LAY-DAYS.—Judgment for defendants	Attorney-General v. The Orient Steam Navigation Co., Lim.	Superior Court of New South Wales	Jan. 28
DUES, WHARFAGE, PAID UNDER PROTEST ON KEEL BEING STOPPED—CLAIM FOR DEMURRAGE ON GROUND NO WHARF.—Adjourned. Judgment for defendants	Gledhill v. Aire & Calder Navigation Trustees	Goole C.C.	Jan. 14 Feb. 20
EXCESSIVE SPEED ON THAMES—TORPEDO CATCHER.—Fine £1 and 2s. costs	The "Corrientes" (A.E.)...	Woolwich P.C.	Jan. 23
EXCESSIVE SPEED ON THAMES.—Fine £2 and costs ...	The "Southern Belle" (Master)	Stratford P.C.	Aug. 16
EXCESSIVE SPEED ON THAMES.—Fine £5...	The "Himalaya" (Pilot)	Grays P.C.	Aug. 23
EXCESSIVE SPEED ON THAMES.—Fine £5 and 4s. costs	The "Koh-i-noor" (Master)	Greenwich P.C.	Sept. 25
EXCESSIVE SPEED ON THAMES—TWO INSTANCES.—Fine £10 and costs each case	The "Clacton Belle" (Master)	Grays P.C.	Aug. 23
EXPLORATION OF LIMPOPO—ACTION FOR BREACH OF AGREEMENT.—Settled, plaintiff to receive £250. Judgment for defendants	Chaddock v. The British South Africa Co.	Q.B.D. ...	Feb. 25 Feb. 27
FEES FOR MAKING TRACINGS OF ENGINE PLANS—CLAIM FOR, BY ENGINEER, £10 10s.—Judgment for plaintiff £7 7s.	Key v. Scott & Co. ...	Kirkcaldy S.C.	Oct. 29
FISH—FOREIGN TRAWLER PREVENTED BY FISHERY OFFICIALS FROM LANDING FISH TRAWLED IN NORTH SEA.—*See* ALIENS.			
FORESHORE—PLAINTIFFS, BOAT-OWNERS, CLAIM INJUNCTION AGAINST LESSEE OF FISHERY FROM INTERFERING WITH BOAT MOORINGS.—Injunction granted. On appeal, C.A., appeal dismissed	Attorney-General, at the relation of certain boat-owners v. Wright	Q.B.D., C.A.	May 1 July 1

FORGING ADVANCE NOTE.—Six months' hard labour ...	V. P. (Labourer)	Leeds Assizes	Nov. 27
FREIGHT, ACTION FOR — DEFENCE OVERCHARGE. — Judgment for plaintiffs	Allan & Co. v. White & Co., Lim.	Q.B.D. ...	Aug. 7
FREIGHT, ACTION FOR.—Judgment for defendants ...	The "Ganges," Thompson v. White & Co., Lim.	Q.B.D. ...	Aug. 7
FREIGHT AND COUNTERCLAIM FOR SHORT DELIVERY.—Judgment for plaintiffs £106 and for defendants £90	The "Rosneath," The Rosneath Steamship Co., Lim., v. Pim, jun. & Co.	Q.B.D. ...	May 13
FREIGHT AND DOCK DUES, CLAIM FOR—DISPUTE PAYMENT MADE ON ACCOUNT OR IN FULL.—Judgment for plaintiff	The "Homer," Page v. H. & G. Bisley	C.L.C. ...	April 6
FREIGHT—CLAIM AGAINST CONSIGNEES WHO RECEIVED CARGO—FREIGHT PAID BY SHIPPERS BUT THEIR CHEQUE DISHONOURED.—Held C.S. (Outer House) defendants liable. Appeal to C.S. (First Division) dismissed with costs	Jackson & Co. v. New York Central and Hudson River Railway Co.	C.S. (First Division)	Nov. 16
FREIGHT—CLAIM BY SHIPOWNER—DEFENCE BY CARGO OWNER ALLEGED RIGHT TO SET OFF CLAIM AGAINST OTHER PARTIES FOR DAMAGES IN NOT SUPPLYING STEAMER TO TIME.—Judgment for plaintiffs	The "Falcon," Thompson Steamship Co. v. Degla-tigny & Larcher	Rouen T.C.	Feb. 2
FREIGHT, CLAIM FOR, AND DEMURRAGE—COUNTERCLAIM DAMAGE TO CARGO.—Judgment for plaintiffs for freight and costs, and for defendants £100 on counterclaim and costs	The "Royalist," The Angier Line v. Proctor	Q.B.D. ...	Aug. 12
FREIGHT—CLAIM FOR BALANCE—DEFENCE DEDUCTION COST OF TACKLE NOT SUPPLIED BY SHIP.—Judgment for defendant	The "Helene," Lange v. Duchemin	Havre T.C.	Aug. 14
FREIGHT, CLAIM FOR BALANCE OF—COUNTERCLAIM BREACH OF CONTRACT—VESSEL MORE THAN STATED DRAUGHT.—Judgment for plaintiff on claim with costs and for defendant on counterclaim with costs	The "Glenpark," Denholm v. Mead, Son & Hussey	Q.B.D. ...	Aug. 10
FREIGHT, CLAIM FOR—COUNTERCLAIM FOR EXPENSES OWING TO PLAINTIFF'S REFUSING TO DELIVER BEFORE FREIGHT PAID.—Judgment for defendant	Vogemann v. Bisley ...	Q.B.D. ...	Jan. 29
FREIGHT, CLAIM FOR—COUNTERCLAIM FOR DAMAGE TO CARGO—CUT OR TORN BAGS.—Judgment for plaintiffs on claim and counterclaim	The "Bishopsgate," Dowgate Steamship Co., Lim., v. Pitt, Son & King	Q.B.D. ...	May 21
FREIGHT, CLAIM FOR—COUNTERCLAIM FOR SHORT DELIVERY OF CARGO (OF COALS) ABOUT FOUR TONS SHORT OF BILL OF LADING WEIGHT—MASTER BROUGHT IN AS THIRD PARTY.—Judgment for plaintiffs, owners of ship, and the master	The "Olivia," Bain, Sons & Co. v. Davey. Willey third party	Penzance C.C.	June 29
FREIGHT, CLAIM FOR—DEFENCE AND COUNTERCLAIM FOR FAILING TO DELIVER AT WHARF NAMED.—Judgment for plaintiff	Linden v. Alexanders & Co.	Q.B.D. ...	April 10
FREIGHT, CLAIM FOR—DEFENCE SET OFF HUELVA DUES.—Judgment for plaintiffs	The "Euterpe," The Euterpe Steamship Co., Lim., v. Henry Bath & Sons	Q.B.D. ...	May 12
FREIGHT—CLAIM FOR DIFFERENCE BETWEEN LUMP SUM FREIGHT AND FREIGHT ON CARGO LOADED, THE FULL CARGO WHICH COULD BE CARRIED—DEFENCE NOT A LUMP SUM FREIGHT—MEANING OF "BERTH NOTE."—Judgment for defendants. Held not lump sum freight	The Steamship Rotherfield Co., Lim., v. Tweedie, Reid & Co.	Q.B.D. ...	Feb. 3
FREIGHT, CLAIM FOR.—Judgment for plaintiffs	The "Feronia," Gladstone & Cornforth v. Cory Bros. & Co.	Q.B.D. ...	Feb. 1
FREIGHT—COUNTERCLAIM DESPATCH MONEY—UNDER CHARTER PARTY TIME SAVED LOADING TO BE ADDED TO TIME FOR DISCHARGING—DESPATCH MONEY FOR DAYS SAVED ON TIME FOR DISCHARGING.—Held last clause applied only for calculating demurrage not despatch. Judgment for plaintiffs	The "Wileysike," Rowland & Marwood's Steamship Co. v. Wilson, Sons & Co.	Q.B.D. ...	June 5
FREIGHT—COUNTERCLAIM FOR DAMAGE TO CARGO CARRIED ON DECK, BY ENDORSERS OF BILLS OF LADING.—Mayor's Court, judgment for plaintiff. On appeal held charter-party condition "at merchant's risk" not imported into bills of lading by words "and all other conditions," and appeal allowed. On further appeal to C.A. appeal dismissed	The "Thea," Diederichsen v. Farquarson	Q.B.D.; C.A.	May 29 Nov. 23

FREIGHT—COUNTERCLAIM FOR SHORT DELIVERY BAGS OF CEMENT.—Judgment for plaintiff	The "Peter and John," Tope *v.* Hanbury	C.L.C. ...	Oct. 28
FREIGHT—DEFENCE FREIGHT PAID TO AGENT.—In C.C. judgment for plaintiff. Appeal to A.D. dismissed	The "Theodora," De Poorter *v.* The Thurms Moss Litter Co.	A.D. ...	July 9
FREIGHT—MEASUREMENT OF LATHS.—Held laths to be measured by unit and not by bundle. Judgment for defendant	The "Ivy," Atkinson and others *v.* Allen	Q.B.D. ...	June 2
FREIGHT—NANTES TO GARSTON VIA MARSEILLES, WHERE LANDED TO EARN BOUNTY—CLAIM AGAINST SHIPPER FOR WAREHOUSING CHARGES AT MARSEILLES.—Judgment for defendant	The Nantaise Steam Navigation Co. *v.* Boisdere	Nantes T.C.	Oct. 24
GENERAL AVERAGE—ACTION BY SHIPOWNERS AGAINST CHARTERERS FOR CARGO PORTION OF SALVAGE PAID—DEFENCE LIABILITY DUE TO NEGLIGENCE OF PLAINTIFF'S SERVANTS (INSUFFICIENT COAL).—C.S. (Outer House) action dismissed. Appeal allowed and case remitted. Second trial, judgment for defendants	The "Progress," John Park *v.* Duncan & Sons	C.S. (2nd Division) C.S. (Outer House)	Jan. 28 Sept. 30
GENERAL AVERAGE—CARGO JETTISONED—CLAIM BY CARGO OWNERS AGAINST SHIPOWNER FOR ALL GENERAL AVERAGE CONTRIBUTIONS, OTHER CARGO HAVING BEEN DELIVERED WITHOUT BOND TAKEN.—Judgment for plaintiffs, full amount, £165 0s. 6d.	Nobel's Explosive Co., Lim., *v.* W. D. Rea	Q.B.D. ...	Aug. 3
GENERAL AVERAGE—COSTS OF PORT OF REFUGE AND REPAIRS—CLAIM BY SHIPOWNER—OPPOSED ON GROUND SHIP UNSEAWORTHY—EFFECT OF CERTIFICATE OF SURVEY.—Judgment sustaining cargo owner's objection	The "Campêche"	Havre T.C.	Mar. 20
GENERAL AVERAGE—MAKING UP STATEMENT IN LIVERPOOL OR SYDNEY—VOYAGE LONDON TO SYDNEY—CONSIGNEES REFUSED TO FURNISH PARTICULARS FOR STATEMENT TO BE MADE UP IN LIVERPOOL—ACTION BY SHIPOWNERS TO COMPEL THEM.—Action dismissed by Judge in Equity affirmed by Supreme Court. On appeal P.C. allowed appeal. Consignees not entitled to dictate to owners as to place of making up statement	The Wavertree Sailing Ship Co., Lim., *v.* Love and others	P.C. ...	Feb. 17 May 24
GENERAL AVERAGE—SHIP IMPROPERLY QUARANTINED—SPECIAL CLAUSE IN BILL OF LADING—ACTION BY CHARTERERS AGAINST SHIPPERS.—Judgment for plaintiffs	Walford de Baedermacher & Co. *v.* Galindez Bros.	Q.B.D. ...	Mar. 17
GENERAL AVERAGE—SHIP LOADED AND OBLIGED BY CHANGE OF WIND TO LIGHTEN TO CROSS BAR—LIGHTENED INTO BARGES, BUT ONE BARGE LOST BEFORE HER CARGO COULD BE RELOADED—CLAIM TO HAVE LOSS CLASSED AS GENERAL AVERAGE.—Judgment for plaintiff for a settlement as claimed	The "Danby"	Marseilles T.C.	Aug. 2
GENERAL AVERAGE—SHIP LOADED PART CARGO AND STRANDED PASSING BAR, THOUGH COULD HAVE PASSED THROUGH NAVIGABLE CHANNEL—NEGLIGENCE CLAUSE—STIPULATION NOT TO LOAD MORE THAN WOULD ALLOW SHIP TO CROSS BAR.—Held ship could claim in general average	The "Wildcroft," Wright *v.* Bopp, Poels and others	Antwerp T.C.	Mar. 9
GENERAL AVERAGE—SHIP PUT INTO PORT OF DISTRESS—CATTLE SOLD THERE—SHIP PROCEEDING TO ANOTHER PORT FOR REPAIRS—CLAIM TO TREAT LOSS AS GENERAL AVERAGE.—Arbitrator held not general average. Appeal dismissed	The "Soudan," Mante et Borelli *v.* Owners of "Soudan" and others	Aix A.C. ...	Nov. 4
GENERAL AVERAGE—VESSEL TIPPED TO REPAIR DAMAGE, AND CARGO DAMAGED THEREBY—CLAIM BY CARGO OWNERS.—Declaration that damage is subject of general average	The "Hornby Grange" ...	Q.B.D. ...	Mar. 16
GENERAL AVERAGE—YORK-ANTWERP RULES—VOLUNTARY STRANDING—CLAIM FOR AN ADJUSTMENT BY SHIP AGAINST CONSIGNEES.—Held general average and adjustment ordered	The "Madrid," Thomas *v.* Consignees of cargo of "Madrid"	Marseilles T.C.	Oct. 7
HARBOUR BYE-LAWS, BREACH OF—DISOBEYING PIER-MASTER.—Fine 6d. and costs	The "Devonia" (Master)	Devonport P.C.	June 11
HARBOUR BYE-LAWS, BREACH OF—SMOKE FROM FUNNELS.—Fine 10s. each	The "Columba" (Master) and the "Minerva" (Master)	Rothesay P.C.	Oct. 1

HARBOUR BYE-LAWS, BREACH OF—TIPPING MUD IN CATTEWATER HARBOUR.—Fine £1	T.H.	Plymouth P.S.	Jan. 2
HARBOUR REGULATIONS—DISOBEYING HARBOUR MASTER'S ORDERS—TURN OF STEAMERS BEFORE SAILING VESSELS—LYDNEY.—Fines £3 and costs	Masters of several vessels prosecuted by Great Western Railway Co. and Midland Railway Co.	Lydney Mag. Court	Jan. 29
HIRE OF LAUNCH—CLAIM BY HIRER FOR BREACH OF AGREEMENT.—Verdict by consent for defendant with leave to defendant to take £7 10s. out of court	The "Merry Thames," Robinson v. Hayes	L.M.C. ...	Jan. 21
HIRE OF STEAMSHIP—ACTION AGAINST CHARTERER FOR REFUSING TO CARRY OUT CONTRACT—DEFENCE BREACH OF WARRANTY AS TO CONDITION OF SHIP.—Verdict and judgment for plaintiff	The "Nelson," Collard v. Outram	Q.B.D. ...	Aug. 5
HIRE OF STEAMSHIP—ACTION FOR DAMAGES—DELAY IN SUPPLYING VESSEL.—Verdict for plaintiffs £30	The "Ethiope," Gilberts & Co. and others v. The Angier Steamship Co., Lim.	Runcorn C.C.	Aug. 5
INLAND REVENUE—ASSESSMENT ON VESSEL OWNED BY LIMITED COMPANY ABROAD—AGENTS OR BROKERS ASSESSED.—Appeal dismissed	James Wingate & Co. and The Commissioners of Inland Revenue	C.S. ...	June 18
INLAND REVENUE—DIMINISHED VALUE OF FLEET.—Appeal against assessment. Appeal dismissed. No costs	Leith, Hull & Hamburg Steam Packet Co. and The Commissioners of Inland Revenue	C.S. ...	June 18
INTIMIDATION AND UNLAWFUL WOUNDING.—Sentence seven years' penal servitude for wounding and one week's imprisonment for intimidation, to run concurrently. Held (C.C.R.) that seafaring man, not engaged at the time, is within Conspiracy Act, 1875, and conviction affirmed	J. L. & W. J. (Firemen) The "Lesreaulx"	Glamorgan-shire Assizes C.C.R.	July 7 Aug. 10 Nov. 29
INTIMIDATION FROM LEGAL WORK.—Six weeks' imprisonment	R. D. (Navvies' Union) ...	Glamorgan Q.S.	Oct. 22
INTIMIDATION OF WORKMAN.—Defendants bound over in £5 to keep the peace for 12 months.	R. R. and others	Greenwich P.C.	June 28
JURISDICTION—COUNTY COURT, ADMIRALTY—ACTION BY SHIPOWNER AGAINST MASTER TO RECOVER DAMAGES PAID BY OWNER FOR INJURY TO CARGO THROUGH NEGLIGENCE OF MASTER.—In C.C. action dismissed, ground no jurisdiction. Appeal to A.D. dismissed	The "County of Clare," Swyny v. Cox	A.D. ...	May 5
JURISDICTION.—*See* NECESSARIES.			
LANDING CHARGES—CLAIM BY SHIP AGAINST RECEIVER OF CARGO—CLAIM BY LATTER AGAINST SELLERS OF CARGO.—Judgment for plaintiff against receiver and for receiver against sellers	The "Stephano Padre," Brunetto v. Dubosc. Pego & Co. third parties	Havre T.C.	Feb. 3
LARCENY—OBTAINING MONEY FROM SEAMEN—PRETENCE OF ENGAGING THEM.—Three months	E. T....	North Shields P.C.	Nov. 13
LARCENY ACT, ALLEGED OFFENCES UNDER.—Sentence three years' penal servitude	W. W. T.	Liverpool Assizes	Dec. 11 Dec. 13
LIEN ON SHIP—FRAUDULENT BILLS OF LADING—ACTION ABROAD BY ENDORSEES, AND JUDGMENT IN REM IN THEIR FAVOUR—ACTION AGAINST THEM BY ENGLISH LIQUIDATOR OF COMPANY, OWNERS OF SHIP, TO RECOVER THE MONEY RECEIVED BY SUCH ENDORSEES AS MONEY BELONGING TO GENERAL CREDITORS.—Judgment for defendants. Appeal dismissed	Minna Craig Steamship Co., Lim., and Laing v. Chartered Mercantile Bank of India, London & China	C.A. ...	Feb. 25
LIMITATION OF LIABILITY—OBJECTION TO REGISTRAR'S REPORT.—Held claimants paid elsewhere allowed to claim against fund, interest to be paid on amount for life claims as well as property claims. Report confirmed	The "Elbe" v. The "Crathie"	A.D. ...	Mar. 23 April 7
LIMITATION OF LIABILITY.—Usual decree	The "Earnest" v. The "Thistle"	A.D. ...	Aug. 10
LIMITATION OF LIABILITY.—Usual decree, Scotch actions not to proceed to execution	The "Collynie" v. The "Girnigoe"	A.D. ...	Aug. 10
LIMITATION OF LIABILITY.—Usual decree, plaintiffs also undertaking to give reasonable bail for life claims	The "Port Victor" v. The "Roecliff," Milburn and others v. Owners of "Roecliff"	A.D. ...	Nov. 23

LOADLINE, ALTERING.—Fine £20 and £4 11s. costs ...	The "Record Reign" (Master)	Newcastle Mag.	Nov. 20
LOSS OF CARGO—CLAIM BY SELLERS FOR PRICE—SHIP LOST AFTER DELIVERY OF SMALL PART OF CARGO.—Sheriff Substitute, judgment for defendants. On appeal, judgment affirmed by Sheriff	Crawford & Son v. Duncan, The "Hope"	Duncon S.C.	Dec. 20
LOSS OF CARGO—ROBBERY OF BULLION—PRELIMINARY QUESTION WHETHER IMPLIED WARRANTY UNDER BILL OF LADING THAT BULLION ROOM REASONABLY FIT TO RESIST THIEVES.—Held there was such warranty	The "Oceana," The Queensland National Bank, Lim., v. The P. and O. Steam Nav. Co.	Q.B.D. ...	July 7
LOSS OF GOODS—DEFENCE GOODS LOST AFTER LANDING AND CARRIERS' ACT.—Held by Sheriff Substitute defence not relevant. On appeal, appeal dismissed	Allhausen & Co. v. Dundee, Perth and London Shipping Co.	Dundee S.C.	Jan. 2
LOSS OF HUSBAND—CARMAN CRUSHED AGAINST BARGE.—Judgment for defendants	Higgins v. Newton & Sons	Q.B.D. ...	Nov. 30
LOSS OF HUSBAND—CARPENTER REPAIRING VESSEL—FALL THROUGH UNFASTENED DOOR.—Judgment for defendants—ground, negligence on part of deceased	The "Vanduara,' Brown or Thomson v. Scott & Co.	Greenock S.C.	Oct. 15
LOSS OF HUSBAND, CLAIM FOR—EMPLOYERS' LIABILITY—SHIPWRIGHT.—Verdict for plaintiff, £360	Elliott v. The General Steam Navigation Co.	C.L.C. ...	Jan. 9
LOSS OF HUSBAND.—Claim settled for £150 and expenses	McGinlay v. Clydebank Engineering and Shipbuilding Co., Lim.	C.S. (Second Division)	Nov. 22
LOSS OF HUSBAND—EMPLOYERS' LIABILITY.—Judgment C.L.C. for plaintiff, £350. On appeal defendants agreed to pay £50 and costs in court below	The "Albatross," Elliott v. General Steam Navigation Co.	Q.B.D. ...	Feb. 2
LOSS OF HUSBAND—JOINER FALLING THROUGH DOOR INTO DRY DOCK.—Sheriff Substitute dismissed action as irrelevant. Appeal to C.S. allowed. Order case to proceed	The "Vanduara," Brown v. Scott & Co.	C.S. (Second Division)	Nov. 16
LOSS OF HUSBAND—LABOURER EMPLOYED ON STEAMSHIP.—Assessment of loss	Simon & Chargeurs Réunis	Havre T.C.	May 25
LOSS OF HUSBAND—TALLY CLERK FALLING INTO HOLD.—Verdict and judgment for plaintiff £500	The "Umvoti," Pyner v. Bullard, King & Co.	Q.B.D. ...	July 3
LOSS OF HUSBAND—UNLOADING SHIP—BARREL FALLING.—Verdict for plaintiff £250	Puxley v. The Atlantic Transport Co., The "Mississippi"	Q.B.D. ...	Jan. 27
LOSS OF LIFE, CLAIM FOR, AGAINST BRITISH OWNERS—COLLISION IN GIBRALTAR BAY—JURISDICTION QUESTIONED.—Judgment for plaintiffs. Under appeal	The "Utopia" and H.M.S. "Anson"	Naples and other Italian Courts	Jan. 28
LOSS OF LIFE—CLAIM FOR LOSS OF RELATIVES IN SCOTCH COURT BY AND AGAINST ENGLISH PARTIES—QUESTION ENGLISH OR SCOTCH LAW APPLICABLE.—Held English law applicable	Kendrick and others v. Burnett and others, owners of "Marsden," The "Marsden" and the "Firth of Solway"	C.S. (First Division)	Nov. 16
LOSS OF LIFE—HUSBAND KILLED BY EXPLOSION IN HOLD.—Judgment for plaintiff, pension of 300 francs for widow and lump sum 2,000 francs each child	The "Dahome," Baroni v. Owners of "Dahome"	Marseilles T.C.	May 15
LOSS OF LIFE—TALLY CLERK FALLING CLIMBING ROPE—NO LADDER PROVIDED.—In Q.B.D. judgment for plaintiff. Appeal to C.A. dismissed	Pyner v. Bullard, King & Co.	C.A. ...	Nov. 22
LOSS OF PILOT'S KIT—BOAT SWAMPED.—Action dismissed with costs	Bartlett v. British India Co.	High Court Calcutta	May 6
LOSS OF SHIP—FOUL BERTH—DEFENCE DENIAL AND THAT BARGE ROTTEN.—Verdict for defendants	The "Bremner," Watson v. The Tees Conservancy Commissioners	Newcastle Assizes	July 13
LOSS OF SON—ALLEGED DANGER IN BEING SENT ALOFT TO RECEIVE GANTLINE.—Action dismissed by Sheriff as irrelevant. Appeal dismissed	The "Akaba," Kearney v. Ross & Co.	C.S. ...	Feb. 20
LOSS OF SON—FALL OF STAGING.—Verdict for plaintiff £110	Messer v. Cranston & Co.	C.S. ...	July 1
LOSS OF SON—LABOURER IN DOCK—CONTRIBUTORY NEGLIGENCE.—Nonsuit	Cutler v. Barry Graving Dock Co.	Cardiff C.C.	July 12

Loss of Son—Stack of Timber Falling—Employers' Liability Act.—Judgment for defendants	Brown v. The Surrey Commercial Canal Co.	C.L.C. ...	Jan. 25
Loss of Specie—Defence Bill of Lading exceptions, Theft and Special Bullion Clause.—Judgment for plaintiffs	The "Prinz Heinrich," Chartered Bank of India, Australia and China v. North German Lloyd Steamship Co.	A.D. ...	Nov. 16 Nov. 17 Nov. 19
Loss of Two Sons Drowned in Collision, Claim for.—Verdict for plaintiff, £550	Foster v. Atlantic Transport Co.	London Secondary's Court	Dec. 10
Management, Steamship—Claim by Manager against Local Agents for Payment over of Money Received on Account of Ship.—Judgment for plaintiffs	Huddart & Co. v. New Zealand Shipping Co., Lim.	Q.B.D. ...	Dec. 24
Manslaughter, Alleged, of Master by Boatswain.—Remand	The "Grangemuir" (Boatswain)	Thames P.C.	Dec. 18
Manslaughter — Sentence Court of Flensburg Six Weeks' Imprisonment.—Appeal allowed. Case referred back	The "Loch Ness" (Master)	Leipsig Reichsgericht	Jan. 17
Marine Insurance—Action by Underwriters for Premiums Paid to Brokers—Brokers Insolvent.—Q.B.D. judgment for defendants. Appeal to C.A. dismissed	The Universe Insurance Co. of Milan v. The Merchants Marine Insurance Co.	C.A. ...	May 28
Marine Insurance—Action by Underwriters for Return of Money Paid—Alleged Unseaworthiness through Absence of Shifting Boards.—Judgment for defendants	Choisy and others v. The Sailing Ship Culmore Co., Lim.	C.S. (Outer House)	July 22
Marine Insurance—Action on Policy of Reinsurance—Vessel Damaged by Striking Sunk Barge—Defence not "Collision."—Judgment for plaintiff with costs	Chandler v. Blogg, The "Newburn"	Q.B.D. ...	Nov. 25
Marine Insurance—Cargo and Ship—Defence, Policies Void on Ground of Fraud and Misrepresentation.—Judgment for defendants, policies held void	Theophilatos Bros. and others v. Underwriters on "Penelope." The "Penelope"	Marseilles T.C.	Dec. 18
Marine Insurance—Cargo of Bones, etc.—Spontaneous Fire—Claim for Total Loss—Defence, Misdescription and Inherent Vice.—Judgment for plaintiffs	The "Riconoscenza," Hayem & Co. v. Lloyd Rhenen Westphalen Co. and Rossia Co.	Paris T.C.	Sept. 24
Marine Insurance—Cargo part Loaded, burnt during Loading—Claim under Policy—Defence not Liable for Particular Average.—Judgment for plaintiffs	The "Iceberg," Assicurazione, &c., v. Corporation of the Royal Exchange Assurance	Q.B.D. ...	Mar. 20
Marine Insurance—Cargo Salved by Underwriters Delivered to Consignees and Sold, and part of Proceeds Paid to Owners as Freight, &c., Consignee then suspended Payment—Claim by Shipowner and Owner of part Cargo against Underwriters for Balance.—Judgment for defendants	The "Astrea," Diercxhen & Bohne v. Cercle des Assureurs Insurance Company	Havre T.C.	Oct. 22
Marine Insurance—Claim against Brokers for Money received from Underwriters—Defence Set off Payments to Intermediary Brokers.—Judgment for plaintiffs	The "County Derry," The County Steamship Co., Lim., v. Taylor & Co.	Q.B.D. ...	May 1
Marine Insurance—Claims for Expenses of Docking while Damage Repairs done—Defence only Liable for part, as Ship passed her Classification Survey same Time.—Held expenses to be apportioned and judgment for defendants	The "Ruabon," The Ruabon Steamship Co., Lim., v. London Assurance Corporation	Q.B.D. ...	Aug. 10
Marine Insurance—Claim Part Loss Freight—Coal Unloaded Heated.—Judgment reserved	The "Knight of St. Michael."	A.D. ...	Dec. 1, Dec. 6 8
Marine Insurance—Claim for Total Loss of Ship—"Port or Ports" not Limited to Port of Discharge.—Judgment for plaintiffs	The "Talavera," Spalding v. Crocker	Q.B.D. ...	May 12
Marine Insurance—Claim on Policy—Cargo—Defence Claim not Within One Month and Barred by Prescription, Contra—Tacit Renunciation.—Judgment for plaintiffs	Franche Comté Iron Work Co. v. La Fédérale Insurance Co.	Paris T.C.	Jan. 12

MARINE INSURANCE—CLAIM ON POLICY—FROZEN SALMON.—Settled	Cleeve Bros. *v.* The North Queensland Insurance Co.	Q.B.D. ...	Jan. 13
MARINE INSURANCE—CLAIM ON POLICY OF REINSURANCE—DEFENCE VESSEL DID NOT SAIL "ON OR AFTER MARCH 1" WITHIN POLICY—VESSEL LEFT WHARF ON FEB. 29 INTO STREAM, BUT LAY THERE AS INTENDED TILL MARCH 1.—Judgment for plaintiffs	The "Massasoit." Sea Insurance Co. *v.* Blogg	Q.B.D. ...	Nov. 6
MARINE INSURANCE—CLAIM ON POLICY OF REINSURANCE. DEFENCE CONCEALMENT, &c.—Judgment for plaintiffs with costs	The "Tamerlane"... ...	Havre T.C.	Nov. 25
MARINE INSURANCE—CLAIM ON POLICY OF REINSURANCE—"PORT OR PORTS" IN ROUND VOYAGE—LOSS BEFORE ARRIVAL AT FINAL PORT OF LOADING.—Judgment Q.B.D. for plaintiffs. Appeal to C.A. dismissed	Crocker and others *v.* General Insurance Co., Lim., of Trieste, The "Talavera"	C.A. ...	Dec. 10
MARINE INSURANCE—THE CORDEROY SYNDICATE.—Scheme of settlement approved	Furness, Withy & Co. *v.* Cory	Ch. D. ...	April 10
MARINE INSURANCE—DONKEY-BARGE—CLAIM CONSTRUCTIVE TOTAL LOSS—DEFENCE CONCEALMENT OF FACT NOT CARGO BARGE.—Verdict for plaintiff and judgment £100	Ireland *v.* The Law Accident and Contingency Insurance Society, Lim.	Q.B.D. ...	Feb. 11
MARINE INSURANCE EFFECTED BY BROKER, AND, ON CLIENT REFUSING TO ACCEPT IT, TRANSFERRED TO ANOTHER PERSON INTERESTED—CLAIM BY THAT PERSON AGAINST UNDERWRITERS ON POLICY—ALLEGED CUSTOM TO TRANSFER.—Judgment for defendants. Custom not proved	The "Thyatira," Byas *v.* Miller and others	Q.B.D. ...	Oct. 30
MARINE INSURANCE—FLOATING POLICY APPLICABLE BUT NOT APPLIED—SEPARATE INSURANCE AND CLAIM UNDER THIS POLICY PAID—ACTION AGAINST ASSURED TO RECOVER BACK SUCH PAYMENT—UNDERWRITERS OF FLOATING POLICY CALLED IN.—Held T.C. second policy void as goods covered by first policy, and no recovery under first policy as not made applicable. On appeal, appeal allowed, judgment for defendants against underwriters of second policy, and for underwriters of floating policy	The "Pomento," The Balois & Swiss Lloyds Co. *v.* Rouville; Rouville *v.* The Alliance Française Co.	Bordeaux A.C.	Oct. 7
MARINE INSURANCE—FREIGHT—CLAIM ON POLICY—FREIGHT LOST THROUGH DELAY CONSEQUENT ON DAMAGE—DEFENCE WARRANTY "FREE . . . LOSS OF TIME."—Judgment Q.B.D. for plaintiffs. On appeal to C.A., appeal allowed. On further appeal to H.L., held case within warranty, and appeal dismissed	The "Peninsular," Bensaude *v.* The Thames & Mersey Marine Insurance Co.	H.L. ...	July 9
MARINE INSURANCE—ON FREIGHT BY CREDITOR OF OWNER.—Nonsuit on ground plaintiff no insurable interest	The "Ocean," Delaunay *v.* London and Provincial Marine Insurance Co.	Paris T.C.	Aug. 14
MARINE INSURANCE ON FREIGHT—CLAIM TO HAVE POLICY DECLARED VOID ON GROUND ASSURED CONCEALED FACT OF PREVIOUS POLICY ON SAME INTEREST.—Dunkirk P.C. refused to make such declaration.—Appeal to Douai A.C. dismissed	The "Ocean," the Lloyd Français *v.* The Owners of the "Ocean"	Douai A.C.	Oct. 22
MARINE INSURANCE—REINSURANCE—DELAY IN DECLARING AMOUNT OF RISK, CLAIM AGAINST REINSURERS ON SLIP, THERE BEING NO POLICY—DEFENCE STAMP ACT, BUT AT TRIAL DEFENCE WITHDRAWN	The "Star of Austria," Corporation of the Royal Exchange *v.* Faber and others	Q.B.D. ...	Oct. 29
MARINE INSURANCE—REINSURANCE—FACT COTTON DAMAGED NOT DISCLOSED.—Judgment for plaintiffs	The "Maroa," The British and Foreign Marine Insurance Co. *v.* Sturge	Q.B.D. ...	July 13 July 15
MARINE INSURANCE—SHIP CONDEMNED—CLAIM BY OWNER TO COMPEL UNDERWRITERS TO ACCEPT ABANDONMENT.—Judgment for defendants	Labour *v.* Simon, The "Louis Eugène"	Nantes T.C.	Jan. 2
MARINE INSURANCE—SHIP LOST BY STRANDING THROUGH NEGLIGENCE OF MASTER—ACTION ON POLICY BY OWNERS OF SHIP.—Judgment for plaintiffs	The "Gainsborough," Trinder, Anderson & Co. *v.* The North Queensland Insurance Co., Lim.	Q.B.D. ...	July 9
MARINE INSURANCE—SHIP SOLD—ACTION BY ASSURED FOR RETURN OF PROPORTION OF PREPAID PREMIUM.—Judgment for plaintiffs	The "Silvia"	Marseilles T.C.	Nov. 20

MARINE INSURANCE—SHIP SUNK, AND AFTERWARDS RAISED BY UNDERWRITERS—CLAIM FOR CONSTRUCTIVE TOTAL LOSS—PLEA BY DEFENDANTS, ACTION IRRELEVANT AS NOT ALLEGED THAT SHIP INCAPABLE OF REPAIR AT LESS THAN VALUE.—L. Ordinary dismissed action. Appeal to C.S., Second Division, dismissed. Rule same as in England; date of action to be looked to as date of abandonment	Sailing Ship Blairmore Co., Lim., *v.* John Macredie	C.S. (Outer House), and C.S.	Feb. 20 June 7
MARINE INSURANCE — £10 PER ANIMAL SHIPPED — ADVANCE BY BANK ON SECURITY OF POLICIES, £6 5s. PER ANIMAL SHIPPED — CLAIM BY ASSURED FOR BALANCE OF INSURANCE ON EACH ANIMAL LOST—DEFENCE BANK ENTITLED TO SECURITY OF ALL INSURANCE MONEY. — Judgment for Bank (defendants)	Schenker, Walford & Co. *v.* The Netherlandische Bank, The "Maori," The "Mount Sirion"	Q.B.D. ...	Dec. 7
MARINE INSURANCE—TRIAL OF PRELIMINARY QUESTION WHETHER PLAINTIFFS (MORTGAGEES) COULD CLAIM UNDER POLICY EFFECTED BY MORTGAGOR, IF MORTGAGOR CAST AWAY SHIP.—Judgment for plaintiffs (mortgagees). Appeal dismissed	The "James Livesay," Small and others *v.* The United Kingdom Marine Mutual Insurance Association	Q.B.D. C.A.	Mar. 13 Mar. 16 July 17
MARINE INSURANCE—WAR RISKS—CLAIM FOR CONSTRUCTIVE TOTAL LOSS—SHIP CAPTURED BUT NOT CONDEMNED—DEFENCE MISREPRESENTATION, BREACH OF WARRANTY, WAIVER OF ABANDONMENT.—Verdict for plaintiffs. On point of law held, rights of parties ascertained as at date of writ. Judgment for plaintiffs	The "Doelwijk," Ruys & Sons *v.* Royal Exchange Assurance Corporation	Q.B.D. ...	April 15 May 25 June 1
MAST, CLAIM FOR SUPPLYING — DEFENCE MAST CARRIED AWAY THROUGH BEING IMPROPERLY FITTED —PAYMENT INTO COURT.—Judgment for defendant	Dickenson *v.* Madan ...	Birkenhead C.C.	Nov. 8
MASTER PORTERAGE AT LIVERPOOL, CLAIM FOR—DEFENCE PLAINTIFF ALSO OWNER OF SHIP, AND CHARGE CAUSED BY SHIPOWNERS' BREACH OF DUTY (PLAINTIFF WAS SHAREHOLDER IN THE CO. OWNING SHIP).—Judgment for plaintiff	The "Ashmore," Johnston & M'Cabe *v.* James Watson & Co.	Liverpool C.C.	Aug. 13
MASTER'S WAGES—*See* SEAMEN'S WAGES.			
MEASUREMENT OF TIMBER—*See* FREIGHT.			
MISREPRESENTATION AS TO MOVEMENTS OF VESSEL.—CLAIM BY CHARTERERS FOR CONSEQUENT LOSS OF PROFIT.—Judgment for defendants	The "Dalegarth," Stevenson & Co. *v.* The Clapham Steamship Co., Lim.	Newcastle Assizes	July 13
MONEY LENT, CLAIM FOR REPAYMENT OF—DEFENCE PAYMENT FOR SHARE OF VESSEL, NOT LOAN.—Judgment for defendants	The "Blanche," Bruce *v.* M'Lerie & Ferguson	C.S. (Outer House)	July 3
MORTGAGE—APPLICATION BY MORTGAGEE FOR SALE OF YACHT ADJOURNED — BAIL OR SALE — SHIP REALISED LESS THAN ADMITTED DUE.—Judgment for plaintiffs	The "Cymbeline"... ...	A.D. ...	June 1 July 27
MURDER, ALLEGED, OF SECOND MATE BY SEAMAN.—Remand. Committed for trial. Sentence six months' hard labour	The "Bellona" (Seaman)	Barrow P.C.	Feb. 13 Feb. 15 Feb. 19
MURDER, ALLEGED, ON THE HIGH SEAS.—Remand. Discharged	The "Gulf of Bothnia" (Fireman)	West Ham P.C.	May 29 June 5
MURDER ON HIGH SEAS, ALLEGED.—Remand. Committed. Plea guilty of manslaughter. Sentence three years' penal servitude	The "Illovo" (Pantry Boy)	Thames P.C., C.C.C.	May 20 May 26 June 3 June 16 July 2 July 3 July 6
NECESSARIES AND WAGES—CLAIM BY SUPPLIERS OF NECESSARIES IN NAME OF MASTER—ALLEGED SETTLEMENT BY MASTER—CHANGE OF OWNERSHIP.—Judgment for plaintiffs. Held maritime lien	The "Ripon City," Cormack *v.* Owners of "Ripon City"	A.D. ...	Mar. 31 May 7
NECESSARIES—APPROPRIATION OF PAYMENTS—£1,300 ADVANCED BY PLAINTIFFS TO "MECCA" AND "MEDINA"—PAYMENT ON ACCOUNT £900—ARREST OF "MECCA"—DEFENDANTS PLEADED "MECCA" DEBT PAID—PLAINTIFFS CLAIMED TO APPROPRIATE TO "MEDINA"—A.D. held plaintiffs had appropriated to "Mecca" and gave judgment for defendants. Appeal to C.A. dismissed. Held H.L. plaintiffs had not appropriated as separate transactions and appeal allowed	Cory Bros. & Co. *v.* Owners of Steamship "Mecca"	H.L. ...	April 9

NECESSARIES—SUPPLY OF BOILERS AND GEAR TO SCOTCH VESSEL AT YARMOUTH, UNDER CONTRACT FOR £82—SUBSEQUENT SUPPLY OF OTHER MATERIAL—CLAIM AND ARREST FOR LATTER, £1 10s., AND THEN ACTION FOR THE £82—PLEA BY DEFENDANTS TO THE JURISDICTION.—Motion adjourned to the trial and actions consolidated	The "Morven"	A.D. ...	Nov 28
NECESSARIES—*See* PRACTICE.			
NEGLECTING TO CARRY LIGHTS—VESSEL TRAWLING WITHOUT MASTHEAD LIGHT—DEFENCE LIGHT BEING TRIMMED.—Fine £5 and costs or two months' imprisonment	The "Ocean Queen" (Master)	Liverpool P.C.	Nov. 18
NOVATION—FRENCH LAW—PLAINTIFF HAVING PAID CUSTOMS DUTIES FOR ANOTHER CLAIMED TO BE PRIVILEGED CREDITOR.—Held only ordinary creditor, as he had accepted bills for the debt	Guida *v.* Mavro (Liquidators)	Marseilles T.C.	Nov 4
NUISANCE—REMOVING WHALE.—Order for abatement	S.S.	Bournemouth P.C.	Jan. 15
OVERLOADING.—Fine 90s.	The "Janeta" (Master)	Barry P.C.	June 16
OVERLOADING.—Fine £3 and costs	The "Crimdon" (Master)	Stockton P.C.	May 11
OVERLOADING.—Fine £10	The "Frogmore" (Master)	Glasgow S.C.	Feb. 1
OVERLOADING.—Fine £20 and costs	The "Ben Ledi" (Master)	Newcastle P.C.	Feb. 16
OVERLOADING.—Fine £25 and costs	The "Helen Otto" (Master)	Newcastle P.C.	April 14
OVERLOADING.—Fine £40	The "James Malam" (Master)	Cardiff P.C.	Jan. 11
OVERLOADING—PROSECUTION AFTER SIX MONTHS FROM DATE.—Summons dismissed	The "Regnant" (Master)	Barry Dock P.C.	May 19
OVERLOADING—PROSECUTION UNDER REGULATIONS OF 1890 INSTEAD OF 1896.—Case withdrawn	The "Jeanara" (Master)	Greenock S.C.	July 12
OVERLOADING—TWO CASES.—Fines £35 in each case	The "Aycliffe" (Master)	Middlesborough P.C.	Feb. 4
OVERLOADING—TWO CASES.—Fine £20 and costs, and £2 and costs	The "North Sands" (Master)	West Hartlepool P.C.	Dec. 21
PASSENGER, CLAIM BY—BREACH OF CONTRACT TO PROVIDE FIRST-CLASS BERTH—C.L.C. judgment for defendants. Appeal. Appeal allowed. Case sent back	M'Kenna *v.* The Union Steamship Co.	B.D. ...	Jan. 26
PASSENGER, CLAIM BY, FOR BREACH OF CONTRACT—STEAMER BROKE DOWN ON RETURN VOYAGE—In C.L.C., judgment for plaintiff. On appeal, appeal allowed	The "Tynesider," Crane *v.* The Tyne Shipping Co.	Q.B.D. ...	Jan. 29
PASSENGER—CLAIM FOR BREACH OF AGREEMENT—FAILING TO (1) PROVIDE BERTH AND (2) CARRY GOODS.—Verdict for plaintiff £50 on each count	The "Indianapolis," M'Kenna *v.* The Adelaide Steamship Co.	District Court of New South Wales	Oct. 1
PASSENGER CONTRACT—ACTION FOR COST OF SPECIAL TRAIN.—Verdict and judgment for defendants	Bright *v.* The P. & O. Steam Navigation Co., Lim.	Q.B.D. ...	Feb. 17
PASSENGERS — CARRYING EXCESSIVE NUMBER. — Fine £5	The "Marchioness of Bute" (Master)	Greenock S.C.	May 6
PASSENGERS—CARRYING EXCESSIVE NUMBER.—Fine and penalty £41 5s. 6d.	The "Royal Sovereign" (Master)	Margate Borough Bench	Aug. 7
PASSENGERS—CARRYING EXCESSIVE NUMBER.—Fine and penalty £37 12s.	The "Koh-i-noor" (Master)	Margate Borough Bench	Aug. 7
PASSENGERS—CARRYING EXCESSIVE NUMBER.—Fine and penalty £91 15s.	The "Southern Belle" (Master)	Margate Borough Bench	Aug. 7

PASSENGERS—CARRYING EXCESSIVE NUMBER.—Fine £15	The "Caledonia" (Master)	Kilmarnock S.C.	Aug. 20
PASSENGERS—CARRYING EXCESSIVE NUMBER.—Charge dismissed	The "Royal Sovereign" (Master)	Margate Borough P.S.	Sept. 2
PASSENGERS—CLAIM FOR DAMAGES—NO ACCOMMODATION AND BAD FOOD.—Judgment for plaintiffs $50 to $100 each	The "Nicaragua" (Passengers)	U.S. District Court, Mobile	May 4
PASSENGER'S LUGGAGE RIFLED—DEFENCE EXEMPTING CLAUSE ON TICKET.—Judgment for plaintiff $700 and costs. Held arrest of ship good	The "Amarynthia," De Cow *v.* M'Neill	A.C. Montreal	Feb. 9
PERSONAL INJURIES BY DECK CARGO OF SULPHURIC ACID.—Judgment of T.C. for defendants, ground *vis major*. Appeal allowed, judgment for plaintiff 4,000 francs	Minne *v.* The Paquet Co. The "Arminie"	Aix C.A.	Jan. 12
PERSONAL INJURIES—CLAIM AGAINST BARGE OWNER BY STEVEDORE'S LABOURER FALLING THROUGH BARGE'S HATCH WHILE SHIFTING HER.—Nonsuit	Tomlinson *v.* Humphries...	Bow C.C.	Oct. 23
PERSONAL INJURIES—CLAIM BY SEAMAN—RAIL REMOVED BY STEVEDORE.—Opinion of judge, common employment, case settled	The "George Pyman," Wilson *v.* The Pyman Steamship Co.	Q.B.D. ...	July 24
PERSONAL INJURIES—DOCK LABOURER KNOCKED DOWN HOLD.—Verdict and judgment for defendants	The "Port Caledonia," Balsam *v.* Williams & Jones	Liverpool C.C.	June 15
PERSONAL INJURIES—EMPLOYERS' LIABILITY—ACTION BY DOCKER, ROPE NOT PROPERLY STRETCHED.—Judgment for plaintiff £25 and costs	Treadwell *v.* Montgomerie and Workman	Bow C.C.	Jan. 16
PERSONAL INJURIES—FIRING SURPLUS DISTRESS ROCKETS.—Judgment for plaintiffs £35	Morley *v.* Young, The "Lorna Doone"	Bristol C.C.	Dec. 16
PERSONAL INJURIES—Issues ordered	The "Rhodara," M'Kinnon *v.* M'Gregor & Ferguson	C.S. (First Div.)	Jan. 17
PERSONAL INJURIES—NEGLIGENCE OF CREW.—Judgment for plaintiff. On appeal, held defendants only agents of owners, and appeal allowed	The "Morayshire," Adams *v.* Turnbull, Martin & Co.	C.A. ...	July 2
PERSONAL INJURIES TO CAPSTANMAN BY TIMBER FALLING FROM SLINGS.—Judgment for plaintiff £50	Strongman *v.* Bright, The "Jacob Bright"	Cardiff C.C.	Nov. 5
PERSONAL INJURIES TO COAL PORTER STRUCK BY CRANE-TUG.—Verdict and judgment for defendants	Lincoln *v.* Samuel Williams & Sons	C.L.C. ...	Nov. 3
PERSONAL INJURIES TO COAL PORTERS—LADDER BREAKING	Pier & Flewin *v.* Harris & Dixon	C.L.C. ...	Dec. 31
PERSONAL INJURIES TO DOCK LABOURER BY HATCH FALLING.—Judgment for plaintiff £60	The "Dynamic," Lundy *v.* The Belfast Steamship Co.	Liverpool C.C.	Oct. 30
PERSONAL INJURIES TO DOCK LABOURER—DEFECTIVE "HAND-DOG."—Verdict for plaintiff £15	The "Hathor," M'Hall *v.* Nixon, Bruce & Co.	Liverpool C.C.	Feb. 12
PERSONAL INJURIES TO DOCK LABOURER—DEFECTIVE GEAR.—Verdict for plaintiff £50	The "Michigan," Bowen *v.* Williams, Torrey & Felid, Lim., and London Grain Elevator Co., Lim.	Bow C.C.	Feb. 27
PERSONAL INJURIES TO DOCK LABOURERS—DEFECTIVE DERRICK.—Verdict and judgment for plaintiffs: Rice £75, Bennett £50	The "Ching Wo," Rice & Bennett *v.* The China Mutual Steam Navigation Co.	Liverpool Assizes	July 28
PERSONAL INJURIES TO DOCK LABOURER—DEFECTIVE ROPE.—Judgment for plaintiff £100 and costs	Gent *v.* Barry Graving Dock, &c., Co.	Cardiff C.C.	Dec. 11
PERSONAL INJURIES TO DOCK LABOURER—SHIP'S TACKLE, WIRE HOIST, BREAKING—ACTION AGAINST SHIPOWNER.—Judgment for plaintiff £300	The "Sea Swallow," Ramsden *v.* Burton	Runcorn C.C.	Oct. 27
PERSONAL INJURIES TO DOCK LABOURER.—Verdict for defendants	Headon *v.* Furness, Withy & Co.	Bow C.C.	Nov 6
PERSONAL INJURIES TO GRAIN PORTER—INSUFFICIENTLY SECURED BATTEN.—Verdict for plaintiff £150. Claim only £70, and judgment for that amount only	Southin *v.* The Steamship Parkmore, Lim.	Q.B.D. ...	May 6
PERSONAL INJURIES TO IRONWORKER—HOLE IMPROPERLY COVERED WITH FIREBARS.—Judgment for plaintiff £40	The "Ballaarat," Howard *v.* The Peninsular & Oriental Co.	Bow C.C.	Feb. 27

PERSONAL INJURIES TO LABOURER—NEGLIGENCE OF CRANEMAN—Verdict for defendants, craneman not in defendants' employ	The "Beatrice," Malone *v.* Great S. & W. Railway Co.	Q.B.D. Dublin	Feb. 6
PERSONAL INJURIES TO LIGHTERMAN—BALE FALLING.—Judgment for plaintiff £25	Alford *v.* London & India Docks Joint Committee	Q.B.D. ...	April 12
PERSONAL INJURIES TO LIGHTERMAN.—Judgment for defendants	The "Euskaro," Nash *v.* Reece, Cook & Barrett	Gloucestershire Assizes	Feb. 20
PERSONAL INJURIES TO OFFICER BY DERRICK CHAIN.—Held no negligence, and judgment for defendants	The "Angamos," De Jassaud *v.* The London & India Docks Joint Committee	Q.B.D. ...	June 17
PERSONAL INJURIES TO PACKER BY CRANE.—Verdict for plaintiff £150. Application for new trial dismissed. Appeal dismissed	M'Areavy *v.* Dundalk & Newry Steam Packet Co.	Q.B.D. Dublin; C.A. Dublin	Jan. 14 / Feb. 18
PERSONAL INJURIES TO PAINTERS—STAGING IMPROPERLY FIXED BY PLAINTIFF, ALLEGED BY ORDERS OF DEFENDANTS' FOREMAN.—Verdict for defendants	The "Lapwing," Middleton *v.* Wright & Sons	Q.B.D. ...	Oct. 30
PERSONAL INJURIES TO PASSENGER BEING LANDED.—Verdict for plaintiff £125	Clark *v.* The Great Yarmouth Steamtug Co.	Q.B.D. ...	April 10
PERSONAL INJURIES TO PASSENGER—INSUFFICIENT LIGHTS.—Verdict for plaintiff £50	The "William Muir," Brash *v.* North British Railway Co.	S.C. (Outer House)	Mar. 18
PERSONAL INJURIES TO PASSENGER.—Verdict for plaintiff £50	The "Princess Alice," Laughland *v.* The Southampton and Isle of Wight R.M.S. Co.	Winchester Assizes	Feb. 16
PERSONAL INJURIES TO PILOT FALLING DOWN HATCHWAY.—Verdict and judgment for plaintiff £10	Taggart *v.* The Mersey Docks & Harbour Board	Liverpool Assizes	Dec. 4
PERSONAL INJURIES TO RIGGER AT LAUNCH.—Verdict for plaintiff £50	Douglas *v.* Connell & Co.	C.S. ...	Feb. 9
PERSONAL INJURIES TO SHIP'S CLERK—FALL THROUGH HATCHWAY	The "Morayshire," Adams *v.* Turnbull & Co.	Q.B.D. ...	May 12
PERSONAL INJURIES TO SHIPWRIGHT BY CHIP FROM CHISEL.—Judgment for plaintiff £300. Appeal to Q.B.D. dismissed	The "Echo," Lakey *v.* Mills & Knight	C.L.C.; Q.B.D.	Mar. 5 / May 20
PERSONAL INJURIES TO STEVEDORE—BREAKING OF "SPAN."—Judgment for plaintiff £20 and costs	Kelly *v.* Caw, Prentice, Clapperton & Co., The "Schiehallion"	Glasgow S.C.	Dec. 11
PERSONAL INJURIES TO STEVEDORE BY DERRICK BREAKING.—Judgment for plaintiffs £30	Haley *v.* M'Gregor, Gow & Co.	Bow C.C.	Dec. 11
PERSONAL INJURIES TO STEVEDORE KNOCKED DOWN BY BAG.—Verdict for plaintiffs £25	Prior *v.* Maltby	Q.B.D. ...	Nov. 19
PERSONAL INJURIES TO STEVEDORE—SACK SLIPPING.—Judgment for defendants	The "Glenveck," Reed *v.* Ford & Canning and Chard & Son	Bristol C.C.	July 24
PERSONAL INJURIES TO STEVEDORE'S LABOURER BY EXPLOSION ON BOARD SHIP—LIABILITY ADMITTED.—Verdict and judgment for plaintiff £140	Brown *v.* Owners of "British Army"	Cardiff Undersheriff's Court	Aug. 2
PERSONAL INJURIES TO STEVEDORE'S LABOURER BY SACK FALLING.—Verdict for plaintiff £50	French *v.* Port of London Master Porters, &c., Co., Lim., The "Thyra"	Bow C.C.	Dec. 11
PERSONAL INJURIES TO WINCH BOY.—Nonsuit	Thomas *v.* South Wales & Liverpool Steamship Co., The "Llanelly"	Cardiff C.C.	Dec. 11
PERSONAL INJURIES TO STEVEDORE—STEAM FROM DISCHARGE PIPE.—Southwark C.C., verdict and judgment for plaintiff £30. Appeal. Appeal allowed	Dennis Gearon *v.* Runciman & Co.	Q.B.D. ...	Jan. 23
PILOT, ACTING AS, AND EMPLOYING UNQUALIFIED—PILOT HOLDING CERTIFICATE TO PILOT AS MASTER.—Pilot fined £5 and £2 2s. costs, and master fined double pilotage	The "Albatross" (Master) and Pilot	Thames P.C.	Aug. 13
PILOTAGE—CLAIM BY EXEMPT SHIP PILOT AND PROSECUTION OF UNQUALIFIED PILOT FOR ACTING AS PILOT.—Judgment for double pilotage and costs. Charge against unqualified pilot dismissed	The "Endeavour" (Master) and T.C.	Gravesend P.C.	Feb. 24

PILOTAGE—CLAIM BY WATERMAN—MONEY PAID TO TRINITY HOUSE.—Judgment for plaintiff	Joyce *v.* Collings & Co. ...	C.L.C. ...	Mar. 25
PILOTAGE, CLAIM FOR—COUNTERCLAIM DAMAGE TO SHIP THROUGH NEGLIGENCE OF PILOT.—Held no negligence of pilot, and judgment for plaintiff on claim and counterclaim	The "Aarvak," Gillham *v.* Hammond & Co.	Dover C.C.	July 29
PILOTAGE, CLAIM FOR—DEFENCE DENIAL OF ENGAGEMENT.—Judgment for defendant	The "Ilios," Scott *v.* Crown	Sunderland C.C.	July 23
PILOTAGE, CLAIM FOR—DEFENCE BOARD NO POWER TO FIX RATES OF EXTRA REMUNERATION.—Judgment reserved	Mersey Docks and Harbour Board *v.* Cunard Steamship Co., Lim.	A.D. ...	Dec. 15 Dec. 16
PILOTAGE—MANCHESTER PILOT CHARGED WITH REFUSING TO GIVE UP CHARGE TILL DOWN TO MERSEY DOCK.—Fine 20s. and costs	R. J. D. (Pilot), The "Carib Prince"	Liverpool P.C.	May 6
PILOTAGE, THAMES, EMPLOYING UNQUALIFIED PILOT.—Master fined £10 and £8 8s. costs. Unqualified pilot fined £10	The "Kagoshima Maru" (Master) and Pilot	Thames P.C.	April 5
PILOTAGE, THAMES—PROSECUTION OF MASTER FOR EMPLOYING UNQUALIFIED PILOT, AND OF WATERMAN FOR ACTING AS PILOT—WAITING FOR ENGAGED PILOT.—Master fined £9 0s. 6d. single pilotage, and costs. Waterman fined £5, and costs £7	The "Greta" (Master) and Waterman	Gravesend P.C.	Nov. 8
PILOT'S VICTUALLING EXPENSES—RESOLUTION OF DOCK BOARD THAT SPECIAL PILOTS SHOULD CONTRIBUTE.—Application for leave to appeal against resolution refused	Whitford and The Mersey Dock Board, Pilotage Committee	Liverpool C.C.	June 15
PRACTICE—ACTION FOR BREACH OF CHARTER-PARTY.—Order to transfer Wages Action from C.C. to A.D.	The "Rosa Madre" ...	A.D. ...	Dec. 14
PRACTICE—ACTION FOR DEMURRAGE—COMMISSION TO NOVA SCOTIA REFUSED.—On appeal, appeal allowed	Hannevig *v.* Dixon ...	C.A. Dublin	Jan. 16
PRACTICE—APPEAL FROM DISTRICT REGISTRAR'S REPORT—BREACH OF CONTRACT AND WAGES—PRIORITIES—Case transferred to Admiralty Registry	The "Marie"	A.D. ...	Mar. 4
PRACTICE—APPLICATION BY NECESSARIES MEN FOR TRANSFER OF WAGES ACTION FROM C.C. TO A.D. AFTER WAGES CLAIMANTS HAD OBTAINED JUDGMENT IN C.C.—Order for transfer	The "Cortesia"	A.D. ...	Nov. 30
PRACTICE—ARBITRATION CLAUSE—C.C. JUDGE REFUSED TO STAY PENDING ARBITRATION.—Appeal dismissed on ground point given up in court below	The Steamship West Leigh Co., Lim., *v.* Dulton, Massey & Co. and Rowlands & Co.	A.D. ...	April 8
PRACTICE—C.C. CASE WITHDRAWN BEFORE TRIAL—APPLICATION BY DEFENDANTS FOR COSTS ON HIGHER SCALE.—Granted	Cory *v.* Brentnall & Cleland	Brentford C.C.	May 10
PRACTICE—CLAIM FOR COMMISSIONS—ORDER IN CHAMBERS LEAVE TO DEFEND ON TERMS.—Appeal allowed on agreed terms	W. & J. Lockett *v.* The Lagunas Nitrate Co. and others	C.A. ...	Jan. 27
PRACTICE—COLLISION ACTION—APPLICATION TO TRANSFER TO BRISTOL COUNTY COURT ON GROUND OF CONVENIENCE.—Refused	The "Ferric" *v.* Mayor, &c., of Bristol	Liverpool C.C.	Jan. 2
PRACTICE—COLLISION—ACTION AGAINST PART OWNERS OF GREEK VESSEL.—Held *Forum non conveniens*, and action dismissed	The "Loughrigg Holme" and The "Athena," Hine *v.* M'Dowall	C.S. (Outer House)	May 18
PRACTICE—COLLISION ACTION, NO APPEARANCE, MOTION FOR SALE OF VESSEL BEFORE JUDGMENT.—Dismissed	The "Albatross" *v.* The "Grethe"	A.D. ...	Nov. 9
PRACTICE—CO-OWNERSHIP—APPLICATION FOR SALE OF SHIP—MOTION POSTPONED FOR PRODUCTION OF REGISTER, AND AGAIN POSTPONED FOR NOTICE TO BE GIVEN TO MORTGAGEES.—Order made for sale of vessel	The "Benton"	A.D. ...	Mar. 9 Mar. 11 July 27
PRACTICE—DAMAGE TO CARGO—TRANSFER ORDERED FROM LIVERPOOL ASSIZES TO A.D.—Application to set aside order dismissed	The "Bellasco"	A.D. ...	Feb. 2
PRACTICE—DAMAGE TO OYSTER BED BY VESSEL ANCHORING—ACTION AGAINST LESSORS BY LESSEES OF BEDS FOR DAMAGES AND INJUNCTION.—In Chambers, mandatory injunction granted restraining defendants from permitting vessel to remain at anchor. On appeal, held defendant no power to obey injunction, and injunction dissolved	The "Mayflower," The Medina River Oyster Fishery Co., Lim., and Ullmann *v.* Mayor of Newport, Isle of Wight	C.A. ...	July 17

PRACTICE—NECESSARIES ACTION—APPLICATION FOR LEAVE TO ADDUCE FURTHER EVIDENCE ON APPEAL FROM C.C.—Application granted	The "Marie," Foy, Morgan & Co. *v.* The "Marie"	A.D.	...	Feb. 18
PRACTICE—RIGHT TO JURY UNDER SECTION 101 OF C.C. ACT, 1888—CLAIM FOR FREIGHT—ACTION UNDER JURISDICTION GIVEN BY C.C. ACTS, 1868-69.—C.C. refused to allow jury. Appeal to A.D. dismissed	The "Theodora"	A.D.	...	Mar. 25 Apr. 9
PRACTICE — SALVAGE — COST OF APPRAISEMENT — APPRAISED VALUE ONLY TEN PER CENT. INCREASE ON VALUE BY DEFENDANTS' AFFIDAVITS. — Plaintiffs ordered to pay costs of appraisement	The Perim Coal Co. *v.* The Owners of the "Orotava"	A.D.	...	June 30
PRACTICE — SALVAGE — NO APPEARANCE FOR DEFENDANTS.—Motion to transfer from C.C. for the purpose of sale.—Complete transfer ordered	The "Bothal" *v.* The "Julie Alide"; Blyth Steamship Co. *v.* The "Julie Alide"	A.D.	...	Nov. 28
PRACTICE.—Stay of execution as to costs ordered by C.A. where successful plaintiff was foreigner	The "Batata," Barnstead and others *v.* Mayor, &c., of Preston	C.A.	...	Mar. 30
PRACTICE—VERDICT FOR MORE THAN CLAIM—JUDGMENT FOR AMOUNT OF CLAIM—*See* PERSONAL INJURIES.				
PRACTICE—*See* COLLISION.				
PROBATE—MISSING SHIP—PRESUMPTION OF DEATH ...	The "St. Mawes Castle," Adam Dodd, presumed deceased	P.D.	...	Mar. 23
PROBATE—MISSING SHIP—PRESUMPTION OF DEATH ...	The "True Briton," John Williams, presumed deceased	P.D.	...	Mar. 23
PURCHASE OF SHIP—CLAIM FOR REPAYMENT OF £100 INSTALMENT PAID, AS SHIP NOT HANDED OVER.—Judgment for plaintiff, £45 7s. 2d., and half costs	Gunn *v.* Soppit	O.S. (Outer House)		July 22
QUAY RENTS, CLYDE, WHILE GOODS IN SHED.—Judgment for plaintiffs. Appeal dismissed	The Clyde Trustees *v.* Andrew Motherwell	Glasgow S.C.		Sept. 21
RAILWAY AND CANAL RATES, THROUGH—GRAIN AND TIMBER, MANCHESTER DOCKS—SPECIAL JUDGMENT AUTHORISING	Manchester Ship Canal Co. *v.* Midland Railway Co.	Railway & Canal Commission		April 12
RAILWAY RATES, BELFAST AND LORN.—Special judgment as to rates	The Carrickfergus Harbour Commissioners, and others, *v.* Belfast and Northern Counties Railway Co.	Railway & Canal Commission		July 2
RAILWAY RATES—INJUNCTION GRANTED BY CH.D. AGAINST DEFENDANTS FOR CHARGING PREFERENTIAL RATES.—Appeal to C.A. dismissed	Barry Railway Co. *v.* Taff Dale Railway Co.	C.A.	...	Nov. 19
RATING CONSERVATORS HELD LIABLE BY Q.B.D. FOR POOR-RATES ON PREMISES ON VICTORIA EMBANKMENT.—Appeal to C.A. dismissed	Conservators of River Thames *v.* Assessment Committee	C.A.	...	Jan. 19
REGISTRAR'S REPORT, OBJECTION TO.—Adjourned to next sittings	The "Ripon City" ...	A.D.	...	Dec. 21
REGISTRAR'S REPORT, OBJECTION TO—COLLISION—PASSAGE MONEY RETURNED VOLUNTARILY.—Held not lost by collision. Report confirmed	The "Bolivia" *v.* The "Cyrenian"	A.D.	...	July 20 July 27
REGISTRAR'S REPORT, OBJECTION TO—COLLISION.—Report Varied	The "Thetis" *v.* The "Bishopsgate"	A.D.	...	Jan. 25
REGISTRAR'S REPORT, OBJECTION TO—COLLISION—SUBSEQUENT STRANDING — REGISTRAR REPORTED NOT CONSEQUENCE OF COLLISION.—Appeal dismissed and report confirmed	The "Eglinton" *v.* The "Bolden"	A.D.	...	April 6
REGISTRAR'S REPORT, OBJECTION TO — COLLISION—VALUE.—Registrar held tug not worth repair. Report referred back on ground value to owners not sufficiently considered	The "Brocklebank" *v.* The "Beatrice"	A.D.	...	Mar. 3
REGISTRAR'S REPORT, OBJECTION TO—*See also* DAMAGES.				
REGULATIONS, BREACH OF—ALLEGED FAILURE TO KEEP LIFE-SAVING APPARATUS READY FOR USE.—Summons dismissed	The "Burnam Wood" (Master)	Barry Dock P.C.		May 24
REGULATIONS, BREACH OF, AS TO LIFE-SAVING APPARATUS—LIFEBOAT UNSEAWORTHY.—Fine £10 and costs	The "Edward Pembroke" (Master)	Cardiff P.C.		April 10
REGULATIONS, BREACH OF—BOARDING VESSEL WITHOUT LEAVE.—Two months' hard labour	Harris (The "Royal George")	Cardiff P.C.		June 4

REGULATIONS, BREACH OF—ENTRY IN LOG SIGNED BY MASTER ONLY.—Fine £2	The "Vanduara" (Master)	Dublin P.C.	May 22
REGULATIONS, BREACH OF—FAILING TO SUPPLY LIME JUICE.—Fine and costs, £3 16s.	The "Beluchistan" (Master)	Bow Street P.C.	Nov. 19 Nov. 20
REGULATIONS, BREACH OF—GUNPOWDER ON SHIP.—Fine £5 and 2s. costs	The "Agate," Lighterman	Thames P.C.	Dec. 16
REGULATIONS, BREACH OF HARBOUR—DISCHARGING BALLAST AT ANCHORAGE.—Fine £5 and costs	The "Albatross" (Master)	Cardiff P.C.	Sept. 4
REGULATIONS, BREACH OF—INSUFFICIENT BOATS AND BELTS.—Fine £5, and £2 12s. 8d. costs	The "Highland Scot" (Master)	Liverpool P.C.	Oct. 13
REGULATIONS, BREACH OF—INSUFFICIENT LIME JUICE.—Fine 10s., and £10 10s. 4d. costs	The "Whitefield" (Master)	WestHartlepool P.C.	May 6
REGULATIONS, BREACH OF—LEAVING SEAMAN BEHIND AND (2) SHIPPING ANOTHER WITHOUT CONSUL'S CONSENT.—Fine £10, and £3 6s. costs, and (2) Fine £2 10s., and £1 12s. 2d. costs	The "Marabout" (Master)	Liverpool P.C.	Oct. 13
REGULATIONS, BREACH OF—LIFE-SAVING APPLIANCES—NOT SUFFICIENT LIFEBELTS.—Fine £10	The "Matin" (Master) ...	Newport Borough P.C.	June 3
REGULATIONS, BREACH OF—NEGLECT TO ENTER IN LOG INJURY TO SEAMAN.—Fine 10s., and 10s. costs	The "Loanda" (Master)	Cardiff P.C.	May 5
REGULATIONS, BREACH OF—NEGLECT TO PROVIDE LIFE-SAVING APPLIANCES—DEFENCE, VESSEL NOT REGISTERED AND RULES THEREFORE INAPPLICABLE AND DEFENDANT NOT OWNER.—Fine £5 and costs	The water-tank boat "Diamond" (Owner)	Newcastle P.C.	Oct. 8
REGULATIONS, BREACH OF — NOT STANDING BY.—Fine £25	The "Ferric" (Master)	Bristol P.C.	Jan. 1
REGULATIONS, BREACH OF — NOT STANDING BY.—Verdict not guilty	The "Orchis" (Master) ...	Constantinople Consular Court	Jan. 29
REGULATIONS, BREACH OF, SANITARY—FAILURE TO REPORT SMALL-POX	The "Parisien" (Master)	Cardiff P.C.	Mar. 27
REGULATIONS, BREACH OF—THAMES TUG OWNERS SUMMONED FOR TOWING BARGES WITHOUT LIGHTERMEN—DEFENCE BARGES BEING SALVED NOT "NAVIGATED."—Summons dismissed with £3 3s. costs	W. Cory & Sons, Lim. ...	West Ham P.C.	Nov. 25
REGULATIONS, BREACH OF—TRAWLING WITHOUT LIGHTS.—Fine £3 and costs	The "Promise" (Master)	Torquay Magistrates	Oct. 21
REGULATIONS, BREACH OF—UNLAWFULLY BOARDING VESSEL.—Fine £2	J. T. (The "Trongate") ...	Cardiff P.C.	Sept. 13
REMOVAL OF WRECK—SALVAGE ACTION—CARGO OF CATTLE SALVED AND SOLD—MOTION BY MERSEY DOCKS AND HARBOUR BOARD THAT PROCEEDS BE DEVOTED TO COST OF REMOVAL OF WRECK.—Order made that Action be tried at Liverpool with another Action claiming damages against Dock Co. for wrongful conversion of Cargo. Trial of such Action at Assizes. Judgment for plaintiffs. On appeal, appeal dismissed	The "Cascapedia," The Anglo-Argentine, &c., Agency *v.* The Mersey Docks & Harbour Board	A.D.; Liverpool Assizes; C.A.	Feb. 23 Mar. 23 July 16
REPAIRS AND SUPPLIES—LIABILITY OF OWNERS—ORDERS GIVEN BY BROWN, WHO HAD SOLD THE VESSELS TO OWNERS, BUT WAS SHIP'S-HUSBAND.—Sheriff found for defendant. On appeal to Sheriff Principal judgment in favour of plaintiffs	The "Effort" and the "Earnest," Davidson *v.* Brown	Aberdeen S.C.	June 7
REPAIRS TO, AND WATCHING SUNK VESSEL, CLAIM FOR.—Judgment for plaintiffs	The "Reaper," Thompson & Hawkes *v.* Owners of the "Reaper"	Newport C.C.	April 26
REPAIRS TO ENGINES, CLAIM FOR—COUNTERCLAIM FOR DEMURRAGE.—Judgment for plaintiffs	The "Biscaye," Shearman & Co. *v.* Owners of "Biscaye"	Cardiff C.C.	Feb. 22
REPAIRS TO ENGINES—GEAR SUPPLIED BY DEFENDANTS BREAKING—CLAIM FOR WORK DONE—COUNTERCLAIM FOR DAMAGE.—Judgment for plaintiffs on claim and counterclaim	The "Kottingham," Saunderson & Co. *v.* The Kottingham Steamship Co., Lim.	Leeds Assizes	Mar. 27
REPAIRS TO SHIP, DAMAGED THROUGH STRANDING—DISPUTE BETWEEN UNDERWRITERS AND OWNERS AS TO CHOICE OF REPAIRERS.—Decision in favour of owners	The "Canton"	Marseilles T.C.	Nov. 20

REPAIRS TO VESSEL, CLAIM FOR—DEFENCE ACCOUNT PAID.—Judgment for plaintiff in S.C., affirmed on appeal. On further appeal to C.S. appeal allowed and judgment for defendant	Ashton *v.* Mess, The "T. W. Ashton"	C.S.(Second Division)	Dec. 8
REPAIRS TO YACHT—ALLEGED TO BE INSUFFICIENTLY DONE, AND CLAIM BY OWNER FOR DAMAGES AND DEMURRAGE — COUNTERCLAIM FOR BALANCE OF REPAIRS ACCOUNT.—Judgment for defendant on claim and counterclaim	The "Druid," Kirk *v.* Cox & King	Q.B.D. ...	Oct. 30
RESCIND CONTRACT, CLAIM TO—ON GROUND OF MISREPRESENTATION THAT DEFENDANTS IN A POSITION TO BUILD SHIP.—Judgment for plaintiffs	Doxford & Sons, Lim., *v.* Sea Shipping Co., Lim.	Liverpool Assizes	Dec. 7
RIVER BYE-LAWS, BREACH OF—CLYDE—NOT STOPPING FOR LAUNCH.—Fine £3 3s.	The "Daisy" (Master) ...	Glasgow P.C.	Jan. 1
RIVER BYE-LAWS, BREACH OF — MERSEY — LAMP ALIGHT BEFORE 5 A.M.—DEFENCE ALLOWED WHILE GETTING UP STEAM.—Case dismissed	Mersey Dock Board Tender "Alert" (Master)	Birkenhead Mag.	April 20
RIVER BYE-LAWS, BREACH OF—MERSEY.—Fines 10s. to 30s.	The "Queen of the North," The "Greyhound," The "Sunflower," The "Vivian Jolliffe," The "Ben-my-Chree," The "Teal"	Liverpool P.C.	Sept. 23
RIVER BYE-LAWS, BREACH OF—MERSEY—EXPLOSIVES WITHOUT WATCHMAN ON BOARD.—Fine £5 and costs	The Flat "Adventurer" (Master)	Liverpool P.C.	Nov. 24
RIVER BYE-LAWS, BREACH OF—THAMES—NAVIGATING WITHOUT DUE CARE.—Fine £5	The "Gainsborough" (Engineer)	Marlow P.S.	Oct. 22
RIVER BYE-LAWS, BREACH OF—THAMES—NAVIGATING WITHOUT LIGHTS.—Fine 10s. and costs	H. C. (small Launch) ...	Brentford P.C.	Nov. 9
RIVER BYE-LAWS, BREACH OF—THAMES—OBSTRUCTING REGATTA.—Fine £2, increased to £3	F. D.	Spelthorne P.S.	Sept. 28
RIVER BYE-LAWS, BREACH OF—THAMES—OFFENSIVE CARGO IN BARGE.—Fine £1 1s. and costs on each of five summonses	J. C. (Contractor)... ...	Gravesend Mag.	Nov. 27
RIVER BYE-LAWS, BREACH OF—THAMES—RUNNING DOWN BOAT.—Fine £3 2s.	The Launch "Swan" (Master)	Windsor Mag.	Oct. 4
RIVER BYE-LAWS, BREACH OF—THAMES—RUNNING DOWN BOAT.—Fine £6 1s. 6d.	The Launch "Amo" (Master)	Windsor Mag.	Oct. 4
RIVER BYE-LAWS, BREACH OF—THAMES—THROWING RUBBISH IN RIVER.—Fine £5 and costs	The Barge "Ajax" (Owners)	S.W.P.C....	Oct. 13
RIVER BYE-LAWS, BREACH OF—THAMES—WANT OF CARE AND NO LIGHT.—Fine £6 and £4	R.E.	Spelthorne P.S.	Sept. 29
RIVER BYE-LAWS, BREACH OF—TOWER BRIDGE—NEGLECT TO SIGNAL.—Fine 40s.	The Barge "George" (Master)	Thames P.C.	Feb. 16
RIVER REGULATIONS, BREACH OF—EXCESSIVE SMOKE. —Fines 10s. to 20s.	Owners of "Mersey King," "Cameo," "Barge No. 15," "Rook," "Ant," "Josiah," "Laguna," "Samson," "Anubis," "Crow," "Miles Kirk Burton"	Liverpool P.C.	June 24
ROBBERY AT SEA, ALLEGED.—Remand	The "Hellas" (Cattleman)	Greenwich P.C.	Jan. 25
ROBBERY OF CARGO FROM LANDING SHED.—Judgment against Dock Co. Shipowners discharged	The "Amazone," Baillif *v.* The Messageries Co. and Dock Co.	St. Denis Civil Court	Feb. 20
SALARY MARINE SUPERINTENDENT.—Judgment for defendants	Tapscott *v.* The Aral Steamship Co.	Liverpool C.C.	Sept. 28
SALE, C.I.F. — PORT INTERDICTED — CLAIM BY SELLERS TO HAVE SALE DECLARED NULL AND VOID.—Claim admitted	The "Branksome Hall," Ralli Bros. *v.* Fritsch & Co.	Marseilles T.C.	Sept. 24
SALE, C.I.F. — PORT INTERDICTED — PURCHASERS REFUSED TO TAKE DELIVERY AT PORT TO WHICH VESSEL WENT — CLAIM BY SELLERS.— Judgment for defendants, and sale cancelled	The "Persia," Ralli Bros. *v.* Perdomo & Barroil; The "Locksley Hall," Ralli Bros. *v.* The Santa Maria Co.	Marseilles T.C.	Sept. 24
SALE OF SHIP—WARRANTY OF CAPACITY—CLAIM FOR NOT BEING EQUAL TO WARRANTY.—Judgment for plaintiff, £25 and costs	The "Christobel," Randall *v.* Laurey	Glamorganshire Assizes	July 12

SALVAGE APPORTIONMENT, ORDINARY RULE £1,000—OWNERS £750, MASTER £80, CREW £170; DOUBLE SHARES TO CREW OF LIFEBOAT	The "British Empire" v. The "Hoglemoor"	A.D. ...	Mar. 16
SALVAGE BY LUGGER TO BARQUE.—Settled, £160 ...	The "Falcon" v. The "Apollo"	A.D. ...	May 21
SALVAGE BY SALVAGE STEAMSHIPS AND TUGS TO STEAMSHIP.—Award to "Hermes" and "Newa" £19,000; to "Hercules" and "Nellie" £500. Application for stay withdrawn on undertaking given to pay back if appeal successful	The Owners of the "Hermes," "Newa," "Hercules," and "Nellie" v. Owners of the "Glengyle"	A.D. ...	Nov. 29 Dec. 7 Dec. 21
SALVAGE BY SCHOONERS AND TUGS TO DERELICT BARQUE.—Award $4,500, or half value	The "Antonica" and other vessels v. The "Alliance"	Florida Ad.C.	Jan. 26
SALVAGE BY SMACK TO SCHOONER.—Award £90 ...	The "Achme" v. The "Johannes"	Yarmouth C.C.	Dec. 16
SALVAGE BY STEAM CARRIER TO ABANDONED LIGHTER.—Award £225	The "Velocity" v. The "Import"	Yarmouth C.C.	Oct. 16
SALVAGE—STEAM FISHING VESSEL AND TUG TO STEAMSHIP.—Claim "Chancellor" settled £1,000. Award "Corsair" £300	The "Chancellor" and The "Corsair" v. The "Isis"	A.D. ...	May 1
SALVAGE BY STEAMSHIP AND TUGS TO STEAMSHIP.—Award £2,200: to "Amelie" £800 (£530, £100, £170); to "Colombia" £600; to "Shamrock" £400; and to "Lady Vita" £400	The "Amelie," The "Columbia," The "Shamrock," and The "Lady Vita" v. The "Port Victor"	A.D. ...	July 20
SALVAGE—STEAMSHIP IN FOG ASKED SMACK WAY IN TO GRIMSBY—TOOK SMACK IN TOW, AND SKIPPER OF SMACK ALLEGED HE DIRECTED NAVIGATION—CLAIM FOR SALVAGE — COUNTERCLAIM FOR TOWAGE.—Judgment for defendants	The Smack "Ashby" v. The "Turtle"	Hull C.C.	Aug. 2
SALVAGE BY STEAMSHIP TO BARQUE—CLAIM AGAINST CARGO AND FREIGHT SETTLED FOR £250 AND £45.—Award against ship, £9. (Apportioned £228, £36 and £50)	The "Cecil" v. The "Minde"	A.D. ...	April 6
SALVAGE BY STEAMSHIP TO DERELICT BARQUE.—Award £1,854 (£1,154, £200, £400, double shares to boat's crew and salvage crew, and £100 also to latter), one half the property saved	The "Samaria" v. The "Schiffswerft"	A.D. ...	July 6
SALVAGE BY STEAMSHIP TO DERELICT SAILING SHIP.—Award £3,000 (£1,950, £350 and £700)	The "Anerley" v. The "Janet Court"	A.D. ...	Jan. 22
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £2,250 (£1,690, £190, £370, including double share to man injured)	The "Texan" v. The "Indralema"	A.D. ...	May 27 May 28
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Adjourned	The "W. T. Radcliffe" v. The "Lakme"	A.D. ...	June 3
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £360 (£260, £35 and £65)	The "Lady Tennant" v. The "Corso"	A.D. ...	Jan. 14
SALVAGE BY STEAMSHIP TO STEAMSHIP. — Award £2,900 (£2,175, £240 and £485)	The "Holbein" v. The "Cotehele"	A.D. ...	Jan. 22 Jan. 23
SALVAGE BY STEAMSHIP TO STEAMSHIP. — Award £2,500 (£1,850, £215 and £435)	The "Memnon" v. The "Welkommen"	A.D. ...	Mar. 9
SALVAGE BY STEAMSHIP TO STEAMSHIP. — Award £1,800	The "Flaminian" v. The "Perais"	A.D. ...	Mar. 18
SALVAGE BY STEAMSHIP TO STEAMSHIP. — Award £8,000 (£6,600, £500 and £900)	The "Wennington Hall" v. The "Langton Grange"	A.D. ...	Mar. 27 Mar. 30
SALVAGE BY STEAMSHIP TO STEAMSHIP. — Award £3,750	The "Ulstermore" v. The "Beacon Light"	A.D. ...	Mar. 27
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £850 (£650, £65 and £135)	The "Earsdon" v. The "Neptune"	A.D. ...	Mar. 29 Mar. 30
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £1,500	The "Atlantic" v. The 'Strathisla"	A.D. ...	Mar. 31
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £5,050	The "Helvetia" v. The "Dido"	A.D. ...	April 14
SALVAGE BY TUG TO STEAMSHIP.—Award £350 ...	The "Defiance" v. The "Manhattan"	A.D. ...	May 18 May 19
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £4,000 (£3,000, £350 and £650)	The "Hardwick Hall" v. The "Holywell"	A.D. ...	May 20
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £1,250 (£940, £110 and £200)	The "Æolus" v. The "Gulf of Bothnia"	A.D. ...	May 26

SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £2,250 (£1,690, £190 and £370)	The "Texan" *v.* The "Indralema"	A.D. ...	May 28
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £5,500	The "A.C.O." *v.* The "Algoa"	A.D. ...	May 31
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £1,800	The "Atlantis" *v.* The "Paulina"	A.D. ...	June 17
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £900 (£700, £70, £130, double share to boat's crew)	The "Ely" *v.* The "Roecliff"	A.D. ...	June 21 June 30
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £1,800 (£1,450, £120, £230, boat's crew double share)	The "Gardenia" *v.* The "Norna"	A.D. ...	July 1
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £3,200 (£2,400, £250 and £550, boat's crew double share)	The "St. Hubert" *v.* The "Undaunted"	A.D. ...	July 10
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £3,050 (£2,250, £300 and £500)	The "Floridian" *v.* The "Cephalonia"	A.D. ...	July 15 July 16
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £1,500 (£1,125, £125 and £250)	The "Norwood" *v.* The "Deptford"	A.D. ...	July 22
SALVAGE BY STEAMSHIP TO STEAMSHIP. — Award £1,350	The "Harold Klitgaard" *v.* The "Jupiter"	A.D. ...	July 27
SALVAGE BY STEAMSHIP TO STEAMSHIP. — Award £5,700	The "Maine" *v.* The "Spree"	A.D. ...	July 31
SALVAGE BY STEAMSHIP TO STEAMSHIP. — Award £1,100 (£825, £95 and £180)	The "Ifafa" *v.* The "City of York"	A.D. ...	Aug. 6
SALVAGE BY STEAMSHIP TO STEAMSHIP. — Award £3,500	The "Memnon" *v.* The "Circassia"	A.D. ...	Oct. 30 Nov. 2
SALVAGE BY STEAMSHIP TO STEAMSHIP. — Award £700	The "Morna" *v.* The "Nordvest"	A.D. ...	Nov. 10
SALVAGE BY STEAMSHIP TO STEAMSHIP. — Award £3,000	The "Wolfsburg" *v.* The "Kaikoura"	A.D. ...	Nov. 20
SALVAGE BY STEAMSHIP TO STEAMSHIP. — Award £4,250	The "Victorian" *v.* The "Velleda"	A.D. ...	Nov. 19
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £620 (£400, £75, £125, with £10 extra to Chief Officer and Engineer)	The "Emily" *v.* The "Universal"	A.D. ...	Nov. 27 Nov. 29
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £130	The "Duchesse" *v.* The "Hebe"	Liverpool C.C.	Nov. 29
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £5,250 (£4,250, £350, £600, and £50 for special boat service)	The "Zylpha" *v.* the "Rangatira"	A.D. ...	Dec. 14
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £3,000 (£2,400, £300, £400)	The "Kirkdale" *v.* The "Clan Macdonald"	A.D. ...	Dec. 14
SALVAGE BY STEAMSHIP TO STEAMSHIP.—Award £5,000 (£4,000, £350, £650)	The "Bullmouth" *v.* The "Palinurus"	A.D. ...	Dec. 18
SALVAGE BY STEAMSHIP TO STEAMSHIP. — Record closed; settled	The "Tritonia" and The "Grecian," Donaldson Bros. *v.* J. & A. Allan	C.S. (Outer House)	Mar. 8 May 15
SALVAGE BY STEAMSHIPS TO BRIGANTINE. — Award £125 salvage to "Voltage" and £10 towage to "Penrhyn"	The "Voltage" and The "Penrhyn" *v.* The "Rival"	Bangor C.C.	Jan. 12
SALVAGE BY STEAM TRAWLER TO SHIP.—Award Sheriff Substitute £63 6s. 8d. Appeal of plaintiffs dismissed	The "Grebe" *v.* The "Matra"	C.S. ...	Mar. 20
SALVAGE BY STEAMTUG TO STEAMSHIP.—Award £100 costs on High Court scale. Appeal by plaintiff, on ground award inadequate, dismissed	The "Petrel" *v.* The "Winnebah"	A.D.; C.A.	Feb. 19 July 22
SALVAGE BY THREE STEAMSHIPS TO STEAMSHIP.—Awards, "Assyrian" £750; "Vala" £1,250 (£940, £110, £200); "Capenor" £6,000 (£4,800, £400, £800)	The "Assyrian," "Vala" and "Capenor" *v.* The "Cambrian"	A.D. ...	April 18
SALVAGE BY THREE TUGS TO STEAMSHIP—COUNTERCLAIM FOR DAMAGE. — Claim and counterclaim dismissed	The "John Lawrence," The "Pride of the Usk" and The "Active" *v.* The "J. E. Graham"	A.D. ...	Jan. 23 Jan. 27 Jan. 28 Jan. 29
SALVAGE BY TOWING TUG TO STEAMSHIP — DEFENDANTS, ALLEGING INSUFFICIENT POWER OF TUG, COUNTERCLAIMED FOR DELAY.—Claim and counterclaim dismissed; but, by agreement, Court awarded Tug £50 for towage beyond contract	The "Africa" *v.* The "Corbet Castle"	A.D. ...	May 20
SALVAGE BY TRAWLER TO BARQUE—DEFENCE AGREEMENT.—Agreement made upheld. Judgment for defendants with costs	The "Naalso" *v.* The "Havfruen"	Grimsby C.C.	Jan. 22

SALVAGE BY TUG AND FISHERMEN TO SAILING SHIP.—Award, Tug £75; Fishermen £50	The "Bothal" v. The "Julie Alide"; Dimsdale and others v. Owners of The "Julie Alide"	Newcastle C.C.	Nov. 16
SALVAGE BY TUG AND LIFEBOAT TO YACHT.—Award £40	The "Gleaner" v. The "Retort"	Lowestoft C.C.	Oct. 21
SALVAGE BY TUG AND LUGGERS TO BARQUE.—Award £300 to Tug "Britannia," and £100 to Luggers	The "Britannia," The "Bluejacket," and The "Warwickshire" v. The "Firth of Dornoch"	A.D. ...	June 17 Aug. 12
SALVAGE BY TUG AND TOWING TUG TO SAILING SHIP.—Award £300	The "Arcadia" and The "Scotia" v. The "Elbe"	A.D. ...	May 18
SALVAGE BY TUG TO BARQUE.—Award £60. Plaintiffs entitled to High Court costs	The "Wild Rose" v. The "Stanmore"	A.D. ...	Jan. 21
SALVAGE BY TUG TO BARQUE.—Award £100	The "Albatross" v. The "Lynwood"	Newport C.C.	May 15
SALVAGE BY TUG TO BARQUE.—Award £450	The "Warrior" v. The "Swansea Castle"	A.D. ...	Dec. 18 Dec. 20
SALVAGE BY TUG TO BARQUE—TENDER £100.—Tender upheld. Judgment for defendants with costs from time of tender. Costs of bail reduced £1,500 to £400. Application for certificate fit case for High Court refused	The "Hero" v. The "Gladora"	A.D. ...	March 9
SALVAGE BY TUG TO SAILING SHIP—ALLEGED VERBAL AGREEMENT FOR £70.—Award £1,200	The "Briton" v. The "Brabloch"	A.D. ...	Feb. 20 Feb. 23
SALVAGE BY TUG TO SAILING SHIP ON FIRE, NITRATE CARGO.—Award £1,500	The "President Ludwig" v. The "Micronesia"	A.D. ...	July 26
SALVAGE BY TUG TO SAILING SHIP.—Tender £150 upheld	The "Belle of the Usk" v. The "Vandnara"	A.D. ...	Aug. 7
SALVAGE BY TUG TO SCHOONER.—Award £150	The "United Service" v. The "Fleetwing"	Yarmouth C.C.	Dec. 16
SALVAGE BY TUG TO SHIP ASHORE—DEFENCE TOWAGE ONLY, AND TENDER £25.—Judgment £32 salvage (three-quarters to owners, one-quarter to crew), and £25 towage to owners	The "Malta" v. The "Comet"	Southampton C.C.	Mar. 25
SALVAGE BY TUG TO STEAMSHIP—AGREEMENT £100.—Agreement upheld	The "Wild Rose" v. The "Nethermoor"	Cardiff C.C.	May 8
SALVAGE BY TUG TO STEAMSHIP.—Award $15,950 (owners $13,500, mate and engineer $600 each, &c.)	The "Wanderer" v. The "City of Puebla"	Seattle Federal Court	April 23
SALVAGE BY TUG TO STEAMSHIP.—Award £150 ...	The "Reaper" v. The "Telegraphic"	Liverpool C.C.	May 4
SALVAGE BY TUG TO STEAMSHIP.—Award £200 ...	The "Elliott" and "Jeffrey" v. The "Springbok"	Cardiff C.C.	May 8
SALVAGE BY TUGS, &C., TO STEAMSHIP.—Award £11,000. Plaintiffs to pay cost of appraisement	The Perim Coal Co., Lim., v. The Owners of the "Orotava"	A.D. ...	June 19 June 29 June 30
SALVAGE BY TUGS AND COBLES TO STRANDED STEAMSHIP.—Award to Tugs £280; to Fishermen £152	The "Cleveland," The "Clarence," Five Cobles and Boat, v. The "W. M. Holby"	A.D. ...	Aug. 5 Aug. 6
SALVAGE BY TUGS AND LIFEBOAT TO SHIP.—Award £1,150 (to "Conqueror" £550, to "Challenge" £450, to Lifeboat £150)	The "Conqueror," The "Challenge," and Lifeboat "Quiver" v. The "Persian Monarch"	A.D. ...	Dec. 22
SALVAGE BY TUGS, LIFEBOATS, AND GALLEY TO STEAMSHIP.—Award £902 10s.: £450 to Tug "Warrior"; £300 to Tug "Falcon"; £2 a man to Crews of Lifeboats, with £1 extra to Coxwains; £15 to Galley "Our Boys"	The Gamecock Steam Towing Co., the Crews of Lifeboats, "Charles Hargreaves," "Mary Somerville," "Bradford," and "No. 3 Reserve," and Galley "Our Boys" v. The "Langdon"	A.D. ...	May 29
SALVAGE BY TUGS TO SAILING SHIP.—Award £1,250. Special order as to costs	The "Reaper" and eight other Tugs v. The "Majestic"	A.D. ...	Feb. 3 Feb. 4

SALVAGE BY TUGS TO STEAMSHIP.—Awards £250 and £330 to Tugs, and £10 to two men. Defendant to have part costs of bail	The "Rosina" and "Prairie Flower" *v.* The "Pallice"	A.D. ...	Jan. 15
SALVAGE BY TUGS TO STEAMSHIP.—Award £250 ...	The "Cleveland" and The "Coborn" *v.* The "Venezia"	A.D. ...	Feb. 12
SALVAGE BY TUGS TO STEAMSHIP—NEGLIGENCE OF SHIP'S TUG, AGAINST WHICH COUNTERCLAIM — CONTRIBUTORY NEGLIGENCE OF TOW.—Award to Tugs, £400, £200, £300 and £20; no salvage to Ship's Tug; counterclaim dismissed	The "Blazer," "Humber," "Gipsy King" and "Southern Cross" *v.* The "Altair"	A.D. ...	Mar. 6 Mar. 8 Mar. 15
SALVAGE BY TUGS TO STEAMSHIP.—Awards £900 to "Dilwara" and £1,200 to "Hercules"	The "Dilwara" and The "Hercules" *v.* The "Moyune"	A.D. ...	May 14
SALVAGE BY TUGS TO STEAMSHIP.—Award £700, to be divided equally between the Tugs	The "Pactolus," The "Electric," The "Cruiser" and The "Earl of Glamorgan" *v.* The "Barbara"	A.D. ...	June 29
SALVAGE BY TUGS TO STEAMSHIP.—Award The "Rescue' £160, The "Premier" £160, and The "Rajah" £80	The "W. D. Cruddas," The Commerce Steam Towing Company and others *v.* The Owners of The "W. D. Cruddas"	A.D. ...	July 13
SALVAGE BY TWO STEAMSHIPS AND TWO TUGS TO STEAMSHIP.—Award The "Dollie" £750 (£560, £75 and £115), The "Merthyr" £150 (£110, £15 and £25); the Tugs "Challenger" and "Conqueror" £800	The "Merthyr," "Dollie," "Challenger," and "Conqueror" *v.* The "Imbros"	A.D. ...	Mar. 31 April 1
SALVAGE BY TWO STEAMSHIPS TO STEAMSHIP.—Award to "Mohammadi" £3,600 (£2,700, £300 and £600); no award to "Naseri"	The Bombay and Persian Steam Navigation Company, Limited, *v.* The "Vortigern"	A.D. ...	May 29
SALVAGE BY TWO STEAMSHIPS TO STEAMSHIP.—Awards "Galileo £1,050; "British Empire" £2,250 (£1,700, £185 and £365)	The "Galileo" and The "British Empire" *v.* The "Diamant"	A.D. ...	April 29
SALVAGE BY WRECKING CO. TO STEAMSHIP.—Award $160,000	Merritt Wrecking Co. and others *v.* The "St. Paul"	U.S.District Court, New York	Aug. 7
SALVAGE—CLAIM TO ENFORCE AGREEMENT—DEFENCE CONTRACT NULL AND VOID—EXECUTED UNDER MORAL CONSTRAINT.—Judgment for plaintiffs as vessel not at the time in imminent peril	The "Paul Emile" Towage Co. of Marseilles *v.* Caillol-Saintpierre Co.	Marseilles T.C.	Nov. 4
SALVAGE FOR FLOATING STEAMSHIP.—Award $40,000	Merritt Wrecking Co. *v.* "Haxby"	U.S.Circuit Court, Norfolk	April 3
SALVAGE OF GAS BUOY.—County Court awarded £15; A.D. affirmed; C.A. reversed. On appeal to H.L., held float not subject of salvage, and appeal dismissed	Gas Buoy "Whitton No. 2," Wells & Hall *v.* Trinity House of Hull	H.L. ...	Mar. 9 May25
SALVAGE OR TOWAGE, CLAIM FOR—Defendants paid into Court for towage. Judgment for defendants	The "Hercules" Steam Tug Co. *v.* The "Malemba"	Liverpool C.C.	Jan. 9
SALVAGE TO STRANDED STEAMSHIP.—Award $6,100 ...	The 'Lamington," Merritt Wrecking Co. *v.* The "Lamington"	U.S. Court New York	Feb. 8
SEAMAN, ALLEGED FAILURE TO GIVE PASSAGE TO DISTRESSED.—Summons dismissed	The "Doune Castle" (Master)	Bow Street P.C.	Mar. 20
SEAMAN — CHARGE OF FRAUDULENTLY USING DISCHARGE.—Charge dismissed	The "Colony" (Cook) ...	Cardiff P.C.	Feb. 27
SEAMAN, CLAIM BY, FOR PASSAGE HOME — DISCHARGED AT ADEN BY HIS OWN REQUEST.—Judgment for plaintiff	Hastie *v.* Donkin	Guildhall P.C.	April 12
SEAMAN—CLAIM FOR "PASSAGE HOME"—SENT TO GRIMSBY—CLAIM TO BE SENT TO PORT OF SHIPMENT AND FOR RATIONS. — Judgment for defendants. Appeal to C.A. dismissed, on ground that money demanded by Consul had been duly deposited with him	The "Capenor," Edwards *v.* Steel, Young & Co.	Q.B.D.; C.A.	April 3 April 5 July 20
SEAMAN—DESERTION.—Fine £2	The "City of Exeter (Fireman)	Bristol P.C.	Jan. 26

SEAMAN DISOBEYING ORDERS.—One month hard labour and £3 fine out of wages	The "Vala" (Seaman) ...	Salford P.C.	Mar. 11
SEAMAN DISOBEYING ORDERS—ASSAULT ON MASTER AND WILFUL DAMAGE.—Two months' hard labour for the assault and a fortnight for the wilful damage	The "Queensmore" (Seaman)	Thames P.C.	June 29
SEAMAN DISOBEYING ORDERS.—Discharged	The "Carrie Bell" (Cook)	Plymouth Mag.	Oct. 22
SEAMAN DISOBEYING ORDERS.—Fine £1 and costs ...	The "Augustine" (Seaman)	Liverpool P.C.	Mar. 31
SEAMAN DISOBEYING ORDERS—REFUSAL TO GO TO SEA—DEFENCE VESSEL UNSEAWORTHY.—Case dismissed	The "Tyne Stream" (Engineer)	Grimsby Mag.	Sept. 30
SEAMAN DISOBEYING ORDERS—THROWING MASTER OVERBOARD.—Eight weeks' hard labour	The "Embla" (Fireman)	Thames P.C.	Feb. 8
SEAMAN DISOBEYING ORDERS—OBJECTING TO "FIELD DAYS."—Fine £1	The "Strathtay" (Fireman)	Gravesend P.C.	Aug. 16
SEAMAN—MUTINOUS CONDUCT—CONVICTION BY CONSUL—ARREST IN LONDON RIVER—NO EVIDENCE.—Discharged	W. M. (Fireman)	Thames P.C.	Mar. 10
SEAMAN SENTENCED BY NAVAL COURT.—Remanded	G. H.	Southampton P.C.	Jan. 9
SEAMAN—UNLAWFUL DISCHARGE WITHOUT CONSENT OF CONSUL.—Fine 5s.	The "Rose of Devon" (Master)	Plymouth P.C.	Sept. 23
SEAMAN'S EFFECTS, DETAINING.—Fine £1 and 2s. costs, and ordered to give up effects or pay £6	A.B., Tailor	T.P.C. ...	April 8
SEAMAN'S PASSAGE HOME—CLAIM BY SEAMAN UNDER EMPLOYERS AND WORKMEN ACT, 1875 — DISCHARGE ADEN, VESSEL NOT RETURNING DIRECT, AND PLAINTIFF'S TIME NEARLY UP.—Judgment City of London for plaintiff, appeal to Q.B.D. dismissed	The "Kurrachee" Donkin *v.* Hastie	Q.B.D. ...	Aug. 12
SEAMAN'S WAGES—CHIEF ENGINEER CLAIMS £25 FOR BEING DISMISSED AT END OF VOYAGE WITHOUT REASONABLE CAUSE, AND £25 BREACH OF ALLEGED AGREEMENT.—Judgment for defendant	Browne *v.* Stewart ...	Liverpool C.C.	Nov. 24
SEAMAN'S WAGES, CLAIM BY MATE FOR £6, A MONTH'S WAGES, IN LIEU OF NOTICE OF DISCHARGE.—Judgment for plaintiff for £4 and costs	The "Ursula," Philliskirk *v.* Tipson	South Shields P.C.	Nov. 12
SEAMAN'S WAGES—CLAIM £3—DEFENCE FINES DUE £4 13s. AND ADVANCES.—Judgment for plaintiff 9s. 4d. and costs	The "Blodwen" (Seaman)	Cardiff Stip. C.	May 13
SEAMAN'S WAGES—DEFENCE SEAMAN DISRATED FOR INCOMPETENCE.—Judgment for plaintiff	Stradling *v.* Hay (The "Clandeboye")	Cardiff P.C.	Dec. 2
SEAMEN—DESERTION AND THEFT OF BOAT.—Sentences: L. three months for theft and one month for desertion; R. and H. two months for desertion	The "Vallejo," L., R., and H. (Seamen)	Liverpool P.C.	Mar. 6
SEAMEN DISOBEYING ORDER.—Three weeks' hard labour	The "Ares" (Four Seamen)	Plymouth P.C.	Mar. 11
SEAMEN DISOBEYING ORDERS.—F. one month with hard labour, G. seven days	F. and G., Firemen (The "Lady Armstrong")	Penarth P.C.	Oct. 22
SEAMEN DISOBEYING ORDERS.—14 days' hard labour each	The "Silberhorn" (14 Seamen)	Penarth P.C.	Mar. 11
SEAMEN DISOBEYING ORDERS.—Sentence 14 days each and deduction 5s. 4d. from wages	The "Fernlands" (Two Firemen)	Thames P.C.	May 13
SEAMEN DISOBEYING ORDERS.—Sentence three days' imprisonment each	The "Cambrian Hills" (Three Seamen)	Cardiff P.C.	July 17 July 21
SEAMEN DISOBEYING ORDERS.—Conveyed on board ...	The "Gloucester City" (Six Seamen)	Cork ... P.C.	Dec. 22
SEAMEN, ILLEGALLY SUPPLYING.—Adjourned	J., R. and others, The "Bravo"	Newcastle P.C.	Dec. 22
SEAMEN NEGLECTING TO JOIN IN TIME—DEFENCE LOST TRAIN.—Held no wilful neglect, but each fined 2s. 6d. and costs, and 17s. 4d. each expenses	The "Montrose" (Six Seamen)	Bristol Mag.	Nov. 5
SEAMEN—"PASSAGE HOME" PAID TO GRIMSBY—SHIPPED AT GLASGOW.—Held "home" meant port in United Kingdom. Judgment for defendants	The "Falkland," Hay *v.* Raeburn and Vevel	Glasgow Sheriff's Court	May 8 June 2
SEAMEN—REDUCTION OF FOOD—MASTER SUMMONSED.—Plaintiffs awarded £2 12s. and costs each	The "Balmoral" (Master)	West Ham P.C.	May 13

SEAMEN REFUSING DUTY.—Fines £3 and 4s. 6d. costs ...	The "Mashona" (Four Seamen)	Liverpool P.C.	Mar. 1
SEAMEN REFUSING TO GO TO SEA—ORDERED TO BE TAKEN ON BOARD	The "Methley Hall" (32 Lascars)	Cardiff P.C.	Jan. 20
SEAMEN REFUSING TO OBEY ORDERS—HEAVING ASHES OVERBOARD — MISTAKE OF DAY IN CHARGE.—Charges dismissed	The "Coniscliffe" (Six Seamen)	Ipswich P.C.	April 27
SEAMEN REFUSING TO OBEY ORDERS.—One month's imprisonment each	The "Assyria" (Five Seamen)	Greenock J.P. Court	Aug. 9
SEAMEN REFUSING TO OBEY ORDERS.—Sentence, 14 days each	The "George T. Hay" (11 Seamen)	Greenock J.P. Court	July 28
SEAMEN REFUSING TO OBEY ORDERS—SUNDAY WORK.—Charge dismissed without costs	The "Calvin" (Seamen)	Barry Dock P.C.	Feb. 20
SEAMEN SENT HOME FOR TRIAL.—Adjourned	The "George T. Hay" (Mate and Seaman)	Southampton P.C.	Jan. 9
SEAMEN SQUANDERING ADVANCE PAY AND MISSING SHIP—CONVICTED OF FRAUD IN P.C. AT ST. MALO.—On appeal, held no fraud, though possibly liable to civil action	Two Seamen	Rennes Appeal Court	July 23
SEAMEN'S ADVANCE NOTE—CLAIM BY HOLDER AGAINST OWNERS AS PAYEE.—Judgment for defendants, though liable if sued as owners	Mitchell v. Caw, Prentice & Co.	Glasgow S.C.	May 15
SEAMAN'S EFFECTS, DETAINING—BREACH OF M.S. ACT—TREATED AS CIVIL ACTION.—Order to return effects on payment of £2	C. H. (Superintendent of Seamen's Home)	Greenock S.C.	Jan. 26
SEAMEN'S WAGES—ADVANCE NOTES—PAYMENT MADE TO ASSIGNEES OF NOTES BY SHIPOWNER'S AGENT—ACTION BY AGENT TO RECOVER AMOUNT FROM SHIPOWNERS.—Judgment, Stonehouse C.C. for plaintiff. Appeal to Q.B.D. allowed and retrial ordered	The "Willowdene," Bellamy v. Lunn	Stonehouse C.C.; Q.B.D.	Apr. 15 / Oct. 28
SEAMEN'S WAGES—ALLEGED CUSTOM TO PAY WAGES FOR TIME BEFORE SIGNING ON—SEAMAN NOT SIGNED ON.—Case dismissed	Sheen v. Wilkinson ...	Barry Dock P.C.	Apr. 26
SEAMEN'S WAGES—CLAIM BY A.B.—DEFENCE DEDUCTION OF FINE FOR SMUGGLING.—Claim dismissed	The "Craigearn" (Master)	South Shields P.C.	July 21
SEAMEN'S WAGES—CLAIM BY A.B., STOWAWAY SET OFF FEES PAID DURING IMPRISONMENT.—Claim dismissed	The "Gardenia" (Master)	South Shields P.C.	Sept. 7
SEAMEN'S WAGES—CLAIM BY COOK—DELAY BY INEFFICIENCY OF TUG, CLAIM £2 15s.—Judgment for plaintiff £1 10s.	The "Derby" (Cook) ...	Bideford P.C.	April 6
SEAMEN'S WAGES—CLAIM BY COOK DISABLED BY ILLNESS.—Full claim allowed with £2 extra compensation for loss of wages	The "Glenhafren" (Master)	Cardiff P.C.	July 21
SEAMEN'S WAGES—CLAIM BY ENGINEER—COUNTERCLAIM, NEGLECT TO REPORT QUANTITY OF COALS ON BOARD	The "Ethelgonda," Wright v. Owners of "Ethelgonda"	Preston P.C.	Mar. 11
SEAMEN'S WAGES—CLAIM BY FIREMAN AGAINST MASTER OF SPANISH VESSEL.—Jurisdiction declined, and case referred to consul	The "Vivina," Bilbao v. Alegria	Liverpool C.C.	Sept. 23
SEAMEN'S WAGES.—CLAIM BY MASTER AGAINST OWNERS FOR ALLEGED WRONGFUL DISMISSAL—DEFENCE DRUNK AND NEGLECT OF DUTY.—Judgment for defendants with costs	The Yacht "Constance," Ratsay v. Flack, Tanner & Co.	Cardiff C.C.	May 8
SEAMEN'S WAGES—CLAIM BY MASTER—SHIP DRIVEN BACK AND MASTER DISMISSED.—Claim £70 and damages. Judgment for plaintiff £46 19s. 3d.	The "County of Yarmouth," Thomas v. The Argentine Government	Cardiff C.C.	April 6
SEAMEN'S WAGES—CLAIM BY MASTER—WAGES AND DISBURSEMENTS—DEFENCE NEGLIGENCE OF MASTER IN NOT RESERVING LIEN ON CARGO.—Judgment for plaintiff	Work v. Woodruffe, Shillito & Co. The "Shillito"	A.D. ...	Dec. 17
SEAMEN'S WAGES—CLAIM BY MASTER OF TUG—DEFENCE AGREEMENT BY PLAINTIFF.—Judgment for plaintiff £30	The "Meyun" Chambert v. Perim Coal Co., Lim.	Liverpool C.C.	Oct. 12
SEAMEN'S WAGES — CLAIM BY STEWARD AGAINST MASTER.—Order for payment forthwith of wages. Contract rescinded, and further payment to be made for board, &c.	The "Ruby" (Master) ...	Thames P.C.	Aug 19

SEAMEN'S WAGES—CLAIM FOR OVERTIME.—Judgment for plaintiff	The "Ella," Smith v. Collingwood	South Shields P.C.	May 14
SEAMEN'S WAGES, CLAIM FOR—VESSEL ARRESTED IN HIGH COURT IN ANOTHER ACTION.—Judgment for plaintiffs.—*See under* PRACTICE *for further proceedings*	Master and Crew v. Owners of "Rosa Madre"	Cardiff C.C.	Dec. 11
SEAMEN'S WAGES—CLAIM FOR WAGES WHILE IN IRONS.—Judgment for half pay	Carl Brawn v. Owners of "St. John"	New York District Court	Jan. 8
SEAMEN'S WAGES—CLAIMS BY SEAMEN WHO LEFT SHIP.—Claims dismissed	The "Aloedene" (Three Seamen)	South Shields P.C.	Jan. 11
SEAMEN'S WAGES—COAL-TRIMMER—DEFENCE INCOMPETENT, SEA SICKNESS AND HEART DISEASE.—Judgment for defendant	The "Jersey City" (Master)	Bristol P.C.	Sept. 13
SEAMEN'S WAGES—DEDUCTION FOR DAMAGE—DEFENDANT, SECOND MATE, NEGLIGENTLY DAMAGED BINNACLE LAMPS—OWNERS DEDUCTED £2 1s. 8d. FROM WAGES AND CLAIMED SAME.—Judgment for plaintiffs for £1	Christie & Co. v. Edwards	Cardiff P.C.	Oct. 14
SEAMEN'S WAGES—DISCHARGE ABROAD.—Summons dismissed	Scott v. Booth & Co. ...	Liverpool P.C.	May 11
SEAMEN'S WAGES—EXCESSIVE DEDUCTIONS FOR STORES SUPPLIED — BAD FOOD. — Decrees generally for plaintiffs	The "Rockhurst," Rae and others v. Roach	Dublin P.C.	June 11
SEAMEN'S WAGES—FIREMAN—DISCHARGED FOR BEING DRUNK FIRST DAY—CLAIM FOR A MONTH'S WAGES.—Dismissed	The "Charlaw" (Master)	South Shields P.C.	Sept. 16
SEAMEN'S WAGES—JURISDICTION.—Held U.S. Courts no jurisdiction between master and seamen of Norwegian vessels	Telefsen v. Fee	Supreme Court, Boston	April 5
SEAMEN'S WAGES—SHIP DAMAGED AND RETURNED TO PORT—SEAMEN DISCHARGED BEFORE EXPIRATION OF MONTH—CLAIM FOR MONTH'S WAGES, AS WELL AS WAGES EARNED.—Wages earned and a fortnight's wages allowed	The "Cairnlooh" (Master)	Cardiff P.C.	May 25
SEAMEN'S WAGES—SHIP INSUFFICIENT.—Held cargo belonging to owners of ship though no freight earned liable to contribute	The "Marion"	U.S. District Court	Mar. 27
SHEEP CARGO—PROSECUTION—INSUFFICIENT FOOD.—Fine 20s. and costs	The "Highfield" (Master)	Birkenhead P.C.	Feb. 20
SHIPBUILDING DISPUTE—ACTION AGAINST BUILDERS FOR CAMBERING KEELS AND EXCEEDING COEFFICIENT OF FINENESS AND DRAFT.—Judgment for defendants	Burrel & Son v. Russell & Co.	C.S.(Outer House)	Nov. 1 Nov. 2
SHIP'S-HUSBAND—DUTIES AND POWERS—SHIP'S-HUSBAND EMPLOYED O. AND M. TO MANAGE SHIP, AND THEY MADE ADVANCES—SHIP'S-HUSBAND RECEIVED INSURANCE MONEY TO COVER ALL DEBTS—ACTION AGAINST OWNERS BY O. AND M.'S TRUSTEES FOR ADVANCES.—Judgment for defendants	The "Dauntless," Doeg and another v. Trist and others	Q.B.D. ...	April 2
SHOOTING ON THE HIGH SEAS OF FIREMAN BY BOY.—Charge dismissed	W.S. (The "Heighington")	Dover Mag.	Oct. 19
SLANDER OF SHIPYARD FOREMEN, ALLEGED—FIFTY-TWO ACTIONS AGAINST POLICE COMMISSIONER.—Dismissed without costs	Glasgow Foremen v. M'Kerrow	Glasgow Small Debt Court	Mar. 8
SMUGGLING BY A., COOK'S MATE.—A. fined, and Master held civilly responsible. Appeal by Master to A.C. Saigon dismissed. Appeal to C. Cassation dismissed	The "Wuotan," (Cook's Mate and Master)	Paris Court of Cassation	Oct. 22
SMUGGLING TOBACCO.—Fine £5 8s., double value and duty	The "Star of Victoria" (Engineer)	West Ham P.C.	Oct. 1
SMUGGLING TOBACCO, &c.—Fine £25	The "Duesternbrook" (Donkeyman)	Falkirk J.P. Court	Aug. 13
SMUGGLING TOBACCO BY PASSENGER.—Fine treble value and duty	The "Campania" (Passenger)	Liverpool P.C.	April 5
SMUGGLING TOBACCO.—Fine £8 and costs	The "Deerhound" (J.R.)...	Glasgow J.P.	Mar. 24

SMUGGLING TOBACCO.—Fine treble value and duty ...	B.M. (Seaman)	Thames P.C.	Mar. 29
SMUGGLING TOBACCO.—Fine £3 18s.	The "Howdenshire" (Fireman)	Thames P.C.	Sept. 6
SMUGGLING TOBACCO.—Fine single value and duty, and costs £4 9s.	The "Algerine" (Boatswain)	Liverpool P.C.	Sept. 22
SMUGGLING TOBACCO.—Fine £1 6s. (double value) and costs	The "Don" (Seaman) ...	Goole P.C.	Nov. 22
SMUGGLING TOBACCO.—Fine £3 5s. (double value) and costs	The "Wharfe" (Seaman)	Goole P.C.	Nov. 22
SMUGGLING TOBACCO.—Fine £6 6s. 9d.	The "Harlech" (Seaman)	Newcastle P.C.	Dec. 14
SMUGGLING TOBACCO.—Fine £13 10s.	The "Sunda" (Storekeeper)	West Ham P.C.	Dec. 30
SMUGGLING TOBACCO.—Fines £15 and £4 3s.	The "Batavia" (Two Seamen)	Mansion House P.C.	Mar. 5
SMUGGLING TOBACCO.—Fines, H. G. single value and costs, W. S. double value and costs	H. G. (Chief Mate) "Arab," and W. S., Dock Employé	Cardiff Stipendiary Court	May 4
SMUGGLING TOBACCO, OVER 20 lbs.—Remand for directions as to procedure. Fine £5 and costs each, and £20 9s. 3d. duty	The "Urpeth" (Two Seamen)	South Shields P.C.	Aug. 21 Aug. 27
STEAMBOAT TRAFFIC ON THE CLYDE—ACTIONS TO RESTRAIN RAILWAY CO. CONDUCTING EXCURSION TRAFFIC.—Action by Firth of Clyde S.P. Co. dismissed. Proof allowed in action by Smith	Smith and Firth of Clyde Steam Packet Co. *v.* The Glasgow and S.W. Railway Co.	C.S. ...	March 6
STEVEDORE'S CHARGES FOR STOWING TIMBER IN BARGES IN THAMES—DEFENCE GRATUITY NOT LEGAL CHARGE.—Judgment for plaintiff	Honey *v.* Webster & Co. ...	Bow C.C.	April 6
STOWAWAY.—Fine £20; subsequent application by Owners for part of penalty refused as too late	The "Dunvegan Castle" (Stowaway)	Thames P.C.	Sept. 7 Sept. 11
STOWAWAY.—Fine £15	The "Roslin Castle" (Stowaway)	Thames P.C.	Sept. 21
STOWAWAY.—Five days' imprisonment	The "Thorsa" (Stowaway)	Edinburgh Sheriff Summary Court	Nov. 4
STOWAWAY—INVOLUNTARY.—Discharged	The "Campania" (Stowaway)	Liverpool P.C.	Jan. 12
STOWAWAYS.—Fine £3 each	The "Dunvegan Castle" (Stowaways)	Grays P.C.	Jan. 26
STOWAWAYS.—Fine £10 each; in default one month ...	The "Bostonian" (Two Stowaways)	Stratford P.C.	April 22
STOWAWAYS.—Fine £5 each	The "Massachusetts" (Two Stowaways)	Stratford P.C.	Aug. 16
STOWAWAYS.—Fine £1 and costs each	The "Dresden" (Six Stowaways)	Hull P.C.	Nov. 20
STOWAWAYS.—10 days' imprisonment	The "Marian" (Two Stowaways)	Edinburgh S.C.	Mar. 15
STOWAWAYS.—30 days' imprisonment	The "Corean" (Two Stowaways)	Glasgow J.P. Court	July 10
STRIKE—CLAIM FOR DAMAGES THROUGH STRIKE ON PLAINTIFF'S PREMISES. — Verdict for plaintiff £674 13s.	J. & W. O. Bailey *v.* National Plate Glass Bevellers' Trade Union	Q.B.D. ...	Jan. 14
THAMES CONSERVANCY—APPLICATION FOR INJUNCTION AGAINST DREDGING SAND ON FORESHORE WITHOUT LICENSE.—Refused Q.B.D. On appeal to C.A., appeal allowed	The Conservators of the River Thames *v.* Smeed, Dean & Co. and another	C.A. ...	July 17
THEFT, ALLEGED, BY DOCK CONSTABLE.—Remand, committed	E.S.	Thames P.C.	Feb. 16 Feb. 20 Feb. 27
THEFT, ALLEGED, BY FIREMEN.—J.B. seven days' hard labour, R.T. discharged	The "Benrath," R.T and J.B. (Firemen)	Penarth P.C.	Mar. 11
THEFT BY LABOURER IN DOCK.—Sentence three weeks' hard labour	J.S. (The "Essequibo") ...	West Ham P.C.	Mar. 29

THEFT BY STEWARD FROM BERTH.—Remand	The "Sam Weller" (Steward)	Cardiff P.C.	Feb. 26
THEFT FROM MASTER'S CABIN.—Sentence one month	The "Welsh Belle" (Cook)	Swansea P.C.	April 26
THEFT FROM QUAY.—Sentence 14 days' hard labour ...	H.J. (Seaman)	Thames P.C.	April 27
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THEFT IN DOCK.—Three months' hard labour	S.B. (The "Feronia") ...	Greenwich P.C.	Aug. 30
THEFT OF CARGO FROM BARGE IN THAMES.—Sentences nine, eight, and six months' hard labour	H. D. (Stevedore), S. T. B. (Labourer), and T. W. (Waterman), The Barge "Martha"	County of London Sessions	Sept. 18
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TOWER BRIDGE, COLLISION WITH—ALLEGED BREACH OF DUTY—RAISING BASCULES AND NOT ASSISTING WITH TUG.—Judgment for defendants	The "Eddystone," The Clyde Shipping Co., Lim., *v.* The Lord Mayor, &c., of London	Q.B.D. ...	July 10
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TOWING CONTRACT, ALLEGED BREACH OF—DAMAGE TO SHIP, COLLISION WITH BREAKWATER—ACTION AGAINST OWNERS OF TUG.—Judgment for defendants	The "Great Emperor" Owners of "Vanduara" *v.* W. & T. Jolliffe	A.D. ...	Aug. 7 Aug. 10
TRADE UNION, ACTION AGAINST, FOR INTERFERING WITH INTENT TO INJURE BUSINESS—Q.B.D. judgment for plaintiffs. On appeal, appeal dismissed	Werman and another *v.* Stone and others	C.A. ...	Feb. 1
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TRAWLING, ILLEGAL—DUNDRUM BAY—TWO PROSECUTIONS.—Fine £20 and forfeiture of nets in each case	Two Trawlers (Masters) ...	Castlewellan P.S.	Jan. 7

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John Reid & Co., Ltd., Shipbuilders and Engineers, Tel.:—"Boreas, Glasgow." Whiteinch.
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The Wallsend Slipway and Engineering Co., Ltd.
Works and Offices: Wallsend, near Newcastle-on-Tyne.
Telegrams:—"Wall, Newcastle." Engine Builders, Boiler Makers, and Ship Repairers. Dry Dock 540 feet long × 66 feet wide at entrance, with 25 feet water on Sill. Two Patent Slipways, each 1,000 feet long.

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Admiralty Contractors.
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Telegrams:—"Mattress, Manchester."

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J. E. & H. Player,
Bingley Works, BIRMINGHAM.
Admiralty Contractors.
Ships' Lamps.
Telegrams.—"Baynton."

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The Broughton Copper Co., Ltd., Manchester.
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Lloyd & Lloyd (*Established* 1859),
Albion Tube Works, BIRMINGHAM.
Admiralty Contractors. Manufacturers of Steel and Iron Boiler Tubes, Tubes and Fittings. Electric Welding Coils. Telegrams:—"Lloyds, Birmingham." London: 90 Cannon Street, E.C.

John Marshall & Sons (*Established* 1859),
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Admiralty Contractors. Lapwelded Iron and Steel Boiler Tubes, &c. Lapwelded Iron and Steel Tubes of every description. Telegrams:—"Tube, Glasgow."

James Menzies & Co.,
Phœnix Tube Works, GLASGOW.
Admiralty Contractors. Lapwelded Iron and Steel Boiler Tubes, &c. Weldless Steel Tubes for Cycles, and Locomotive and Belleville Boilers. Telegrams:—"Dalmarnock, Glasgow."

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Crown Tube Works, Wednesbury. Telegrams:—"Russell." London Office: 108 Southwark Street, S.E. Admiralty Contractors. Wrought Iron and Steel Marine Tubes, Steam Pipes, Coils, Hydraulic Tubes, Iron and Gun Metal Valves.

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THE REGISTER OF BRITISH INDUSTRIES

The following Classified List of British Industries, containing the names of Firms celebrated throughout the Kingdom for the various Manufactures with which they are associated, is compiled for the guidance of Buyers in the different markets of the world. For price of insertion in this Register apply to the Publishers, 54 Gracechurch Street, E.C.

AERATED WATER MACHINERY.

Hayward Tyler & Co., 90, 92, Whitecross Street, London, E.C. Tel.:—"Tylerox," London. Makers of Automatic Steam Bottlers, Wiring Machines, Syphon Fillers and other labour-saving appliances. Machinery for Carbonating and Bottling Light Beers and Wines. Four Gold Medals.

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Brown Brothers, 45 Washington Street, Glasgow (*Established* 1838). Manufacturers of high-class Table Waters, specially Bottled for Export, including Soda Water (Super-carbonated), Potash Water, Seltzer Water, Lithia Water, Ginger Ale, Lemonade, Sparkling Kola, Sarsaparilla. Tel.:—"Washington, Glasgow."

Jewsbury & Brown's Soda Water, Lemonade, Ginger Ale, Quinine Tonic, Seltzer, Potash and Lithia Waters, Champagne Cider, specially bottled and packed in *cases* for exportation. Price lists, &c., on application. Telegraphic address:—"Oriental." Manufactory—Ardwick Green, Manchester.

Schweppes, Limited, London. The leading manufacturers of high-class Mineral and Aerated Waters. Attention is specially paid to export orders, and special discounts are made.

ALE AND STOUT.

S. Allsopp & Sons, Limited, Burton-on-Trent. Brewers of Allsopp's India Pale Ale and Allsopp's Stout. (The Red Hand Brand.) Chicago Medals for both Ale and Stout.

Bass, Ratcliff & Gretton, Limited, Burton-on-Trent, Brewers of Bass and Co.'s India Pale Ale and Stout. Trade Marks—Red Triangle and Diamond.

Mann, Crossman & Paulin, London & Burton-on-Trent, Brewers of Stout, Porter, and India Pale Ale. Trade Mark—St. George and the Dragon.

Joshua Tetley & Son, The Brewery, Leeds. (*Established* 1822.) Brewers of East India Pale Ale, Yorkshire Ales and Stout. Telegrams:—"Tetley, Leeds."

Truman, Hanbury, Buxton & Co., Limited, Brewers in London of Porter, Stout, and Mild Ales. Brewers at Burton-on-Trent of India Pale and Strong Ales (Black Eagle Brand) I O T, XX Stout.

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F. Joyce & Co., Limited, 7 Suffolk Lane, London, E.C. The oldest house in the trade. Inventors of the Percussion Cap in 1820, and largest manufacturers of these goods. Cartridges of all kinds for sporting or military purposes, Gun Wadding, and all ammunition sundries.

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John Hammond & Co., Enderley Mills, Newcastle, Staffs. Manufacturers of Army, Volunteer, Navy, Police and Railway Clothing; also Clothing, Wholesale and for Export. Contractors to Her Majesty's Government. Telegrams: "Hammond, Newcastle-under-Lyme." A 1 Telegraphic Code used.

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George Rowney & Co., 10 & 11 Percy Street, London, W. Manufacturers of Black Lead and Coloured Pencils; Artists' Colours, Brushes, and Canvas; Tracing Papers, and Fine Art Publications. Tel.:—"George Rowney, London." Prize Medals London and Paris.

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Hoskins & Sewell, Ltd., Metallic Bedstead and Bedding Manufacturers, Midland Works, Bordesley, Birmingham. London Show Rooms: South Place, Finsbury, E.C. Cheap, medium, and high-class qualities.

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The Rossendale Belting Co., 10 West Mosley Street, Manchester. Sole Manufacturers of the "Patent Anti-Friction Edged Beltings," "Solid Woven Hair Belting," "The New M.A.Y. Belt," strongest and best, "The M.A.Y. Copper Sewn Belt," "Sewn Duck Belting." Telegraphic address:—"Hair, Manchester."

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Cox & Yeman, Brompton Billiard Works, London, S.W. Improved Cold-Resisting Extra Low Cushions; Multum-in-Parvo Billiard Table Rosettes and Bolts; Improved Invisible Pocket Plates. All articles manufactured expressly to stand tropical climates. A B C Code, 4th edition.

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R. Cooper & Sons, 40 High St., Aston New Town, Birmingham. Contractors to Her Majesty's Govt. Mftrs. of Spurs, Bits, Stirrups, Slides, Lasso Rings, Bombillas, Chain Fronts, &c., &c., for the Foreign and Colonial markets. (*Est.* 1796.) Orders to be sent through English merchants.

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Agents:—F. D. Poulter, 12 Red Cross Street, London, E.C.
J. L. Glen, 28 St. Enoch Square, Glasgow.
Moore & Thomas, 1 Fraser Building, Montreal.
Brown, W. H. H., 223 Greene Street, New York.
Registered Telegraphic Address:—"Gaunt," Leeds.

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Stewart & McDonald, Buchanan Street, Glasgow, and Park Lane, Leeds. Telegrams:—"Bute, Glasgow," and "Bute, Leeds." Manufacturers of Men's and Boys' Clothing, Shirts, Ladies' Mantles and Underclothing.

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The Raleigh Cycle Co., Ltd., Nottingham. Makers of the famous "Raleigh" Cycles, which have a deservedly world-wide reputation for speed, durability and comfort. All machines designed by G. P. Mills, and built by skilled day-work labour.

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Burgess & Leigh (*Established* 1862), The Middleport Pottery, Burslem, England. Manufacturers of General Earthenware. Numerous Appointments and Exhibition Awards. Cable and Telegraphic Address:—"Burleigh, Burslem."

Doulton's, Burslem, Staffordshire. Sanitary Ware a speciality. Manufacturers of all descriptions of Pottery for domestic use; also Telegraphic Insulators, Druggists' Sundries Sanitary Ware of all kinds, Artistic Pottery for all markets. Illustrated Catalogues, Prices, &c., obtainable through merchants.

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Furnivals Ltd., Cobridge, Stoke-on-Trent. Manufacturers of general Earthenware (White Granite Printed and Decorated) for Home, Foreign and Colonial markets. Special attention to Hotel, Club and Ship orders. Terms, &c., through merchants. Telegraphic Address:—"Furnivals, Hanley."

EARTHENWARE—*continued.*

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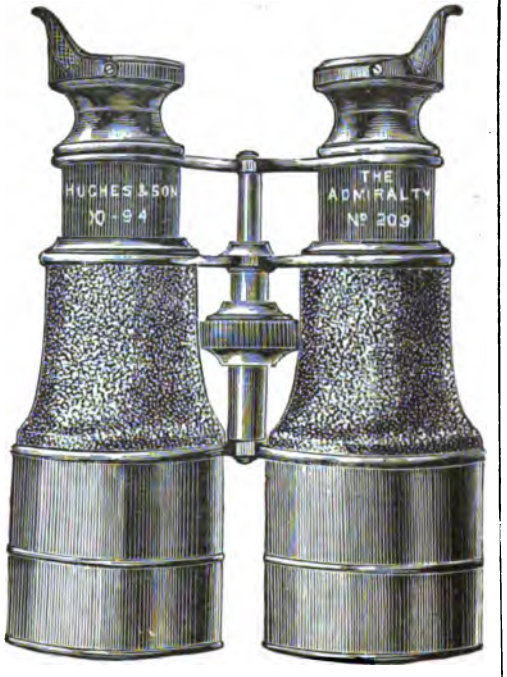

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THE SOUTHAMPTON DOCKS, 78 miles from London, are now owned and managed by the London and South-Western Railway Company. They are situated within a very sheltered harbour, and have the unusual natural advantage of double tides, with practically four hours of high water every tide, thus affording unrivalled ACCOMMODATION TO THE LARGEST STEAMERS AFLOAT, or now being built.

The EMPRESS DOCK has an entrance 165 feet wide, with a MINIMUM depth of 26 feet at LOW water, AND IT IS THE ONLY DOCK IN GREAT BRITAIN WHERE DEEP WATER LOADING AND DISCHARGING BERTHS CAN BE REACHED BY THE LARGEST VESSELS AT ANY TIME OF THE DAY OR NIGHT, irrespective of the state of the tide. Special trains from Waterloo (London) run direct into the docks alongside the Mail Steamers on days of arrival and departure.

THE PRINCE OF WALES DOCK, THE LARGEST SINGLE GRAVING DOCK IN THE WORLD, having been completed, is open for business, and there is now accommodation for the docking and repair of vessels of any size.

There are spacious transit sheds for the reception of Import and Export Cargoes, and Bonded and Free Warehouses for the storage of every description of Merchandise, also commodious vaults and stores for the Housing of Wines and Spirits, Tobacco, Cigars, etc., under bond.

THERE ARE UPWARDS OF 150,000 SQUARE FEET OF SPECIALLY CONSTRUCTED SHEDDING FOR THE STORAGE OF WOOD GOODS.

The position of Southampton as a point for the importation and distribution of all kinds of Foreign and Colonial produce, and for the ocean steam trade generally, is unsurpassed, and every accommodation will be given to Shipowners or Companies organising steamship lines having Southampton for their point of arrival and departure.

THERE IS A COMPLETE SYSTEM OF HYDRAULIC POWER (SHEERS, CRANES, COAL HOISTS, ELEVATORS, CAPSTANS, ETC.); THE WHOLE OF THE DOCK QUAYS, SHEDS, AND APPROACHES ARE LIGHTED BY ELECTRICITY, AND A CHANNEL FROM THE SEA TO THE DOCKS HAS BEEN DREDGED TO A DEPTH OF 30 FEET AT LOW WATER.

The SOUTH-WESTERN RAILWAY are also owners of a fleet of FAST, COMFORTABLE, AND WELL-APPOINTED STEAMERS, and have daily services (Sundays excepted) to the CHANNEL ISLANDS, ALSO TO HAVRE (for Paris, Honfleur, Caen, Trouville-Deauville, Rouen, Switzerland, and South of France). These steamers are specially constructed for, and are undoubtedly the most popular in, the Channel Service.

There is a NIGHTLY EXPRESS SERVICE TO AND FROM PARIS, VIA HAVRE, which connects with the well-known lines of the NORTH GERMAN LLOYD, NEW YORK SERVICE, on Sundays, Tuesdays, and Wednesdays; the HAMBURG-AMERICAN CO., NEW YORK SERVICE, on Thursdays and Fridays; the ROYAL MAIL S. P. CO., WEST INDIES AND BRAZIL SERVICE, on every alternate Wednesday and Friday respectively; the UNION STEAMSHIP CO., and CASTLE MAIL PACKETS CO., SOUTH AFRICAN SERVICE, on Saturdays; and the AMERICAN LINE, NEW YORK SERVICE, on Wednesdays and Saturdays.

There are also SAILINGS ON ALTERNATE DAYS (Sundays excepted) to ST. MALO (for St. Servan, Paramé Dinard, and Dinan) and to CHERBOURG direct; and CONNECTING SERVICES BETWEEN JERSEY AND GRANVILLE, AND JERSEY AND ST. MALO, twice weekly each way in Winter, and three times weekly each way in Summer. There is also a service between London and Honfleur, *via* Southampton, with Cargo only.

Passengers leave London (Waterloo), and are taken direct to Steamer's side in the Docks in an hour and three-quarters from leaving London.

Communications respecting Railway Passenger Traffic may be addressed to Mr. G. T. WHITE, Superintendent of the Line, Waterloo Station, London; and Railway Goods Traffic to Mr. ALFRED MALBY, Goods Manager, Waterloo Station, London; and the fullest information on all points connected with the business of the Docks and Steam Packets may be obtained on application to the

Docks and Marine Superintendent, Mr. JOHN DIXON, Dock House, Southampton.

CHARLES : OWENS, *General Manager*,
WATERLOO STATION, LONDON.